



The Asia Foundation

RFQ No: TAF-EDU-SEA II - OCT-2020-005

Request for Quotations

(Supply of ICT Equipment)

**Supply and Setting up of Video Conferencing Studio for GDSET HQ and
Provincial Center (Across 9 centers)**

Project: Strengthening Education in Afghanistan -II

Issue on: October 20, 2020

Closing on: November 05, 2020

Dear Sir / Madam:

The Foundation's Afghanistan Country Office, in Kabul invites Cost Proposals and Work Plans, for the purpose of supply ,installation , setup of a Video Conferencing Studio at the GDSET Center in Kabul and at the nine (9) Provincial GDSET centers across the Afghanistan (as mentioned below) along with a Hands-on training for the use of the equipment , for one of its projects as detailed in Annex-I of this RFQ, from authorized and qualified ICT Equipment suppliers/ dealers . When preparing your response (quotation), please be guided by the form attached hereto as Annex-II. Quotations(responses) may be submitted on or before **November 05, 2020**, no later than 04:00 pm Kabul time and via e-mail to the following e-mail address-

country.afghanistan.procurement@asiafoundation.org

Note:- Do not forget to indicate RFQ No: TAF-EDU-SEA II-OCT -2020-005 in the Subject line of your email.

It shall remain your responsibility to ensure that your Quotation/ Cost Proposal will reach the address above on or before the deadline. Quotations/ Cost Proposals 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/ provision of the above-mentioned goods/ services/ works:

Delivery Terms	<input checked="" type="checkbox"/> As per details provided in this RFQ or as directed by The Asia Foundation, Country Office, Kabul, Afghanistan
Exact Address / es of Delivery Locations/s (Identify all if multiple)	The Asia Foundation House # 861, Street # 1, Shirpour, Behind Ghazanfar Bank, Kabul, Afghanistan Delivery & Equipment Installation locations mention in this RFQ.
Latest Expected Date & Time for assignment completion (if delivery time exceeds this, quote may be rejected by TAF-AG)	<input checked="" type="checkbox"/> 60 days from the issuance of the Work Order/ Service Agreement. Refer to 'Time -Line' mentioned on page 7 of this RFQ.
Preferred Currency of Quotation	<input type="checkbox"/> USD <input checked="" type="checkbox"/> AFN Note: All Interested Bidders must submit their quotes in Afghani only (AFN currency) . Payment to the selected agency would be in local currency.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect Taxes
After Sales Service	<input checked="" type="checkbox"/> Not Required
Deadline for the Submission of Quotations/ Proposal	Thursday November 05 , 04:00 pm Kabul time.
All documents, including catalogues, samples, instructions etc. shall be in this language	<input checked="" type="checkbox"/> English
Documents to be submitted	<input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex-II, and in accordance with the List of Requirements in Annex-I; <input checked="" type="checkbox"/> Duly Accomplished Form with the company background information as provided in Annex -III <input checked="" type="checkbox"/> Company Profile (brief description of / background of the company) <input checked="" type="checkbox"/> Certificate of Business Registration <input checked="" type="checkbox"/> Soft copy samples of previous works (No more than 3 Mb, must be in zip if more than three samples being provided kindly send them in zip files and as separate emails attachments).
Period of Validity of Quotes Starting for Submission date	<input checked="" type="checkbox"/> 90 days In exceptional circumstances, TAF-AG may request the vendor to extend the validity of the Quotation beyond what has been indicated in the RFQ.
Partial Quotes	<input checked="" type="checkbox"/> Not Permitted
Payment terms	<input checked="" type="checkbox"/> 100% upon completion of Task
Liquidated Damages	<input checked="" type="checkbox"/> 5% of the contract amount for every five days of delay up to a maximum of 10 days, thereafter the contract/ work order may be terminated.
Evaluation Criteria	<input checked="" type="checkbox"/> Technical responsiveness / full compliance to specifications and requirements <input checked="" type="checkbox"/> Competent Pricing / Lowest price and Time lines for completion of job work.

	<input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> Single service provider only
Type of Contract to be signed	<input checked="" type="checkbox"/> Supply / Work Contract followed by 9 month Mandatory full comprehensive Maintenance contract.
Special conditions of the contract	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery / completion of work is delayed by 10 days. <input checked="" type="checkbox"/> 10% of the total contact value will be held back as security against after sales service for a period of 9 months from date of purchase / installation and would be released to the supplier only after the completion of the nine (9) motn period.
Condition for Release of Payment	<input checked="" type="checkbox"/> Written acceptance of Audit Reports based on full compliance with RFQ Requirements.
Annexes to this RFQ	<input checked="" type="checkbox"/> Technical Specifications of the Service required – Annex-I (BoQ) <input checked="" type="checkbox"/> Form for Submission of Quotation – Annex -II <input checked="" type="checkbox"/> Offer to comply with other Conditions and Related Requirements Form (Table 1). <input checked="" type="checkbox"/> Company Background Information Form (Annex -III) <input checked="" type="checkbox"/> General Terms & Conditions / Special Conditions (Annex -IV)
Contact Person for Inquiries (Written inquiries only)¹	country.afghanistan.procurement@asiafoundation.org Any delay in TAG-AG 's response shall not be used for extending the deadline for submissions of responses / proposals / quotations, unless TAF-AG determines that such an extension is necessary and communicates a new deadline to the Proposers.

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.

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 / Service provider's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

TAF-AG encourages every prospective Service provider (authorized dealers & Chanel partners) 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 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

October 20, 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)²

¹ This contact person and address is officially designated by the TAF-AG senior leadership. If inquiries are sent to another person/s or address/es, even if they are the Foundation staff, TAF-AG shall have no obligation to respond nor can TAF-AG confirm that the query was received.

²When the information is available in the web, a URL for the information may be provide.

Terms of Reference / Technical Specifications

Background:

The Asia Foundation (the Foundation) is a nonprofit international development organization committed to improving lives across a dynamic and developing Asia. Informed by six decades of experience and deep local expertise, our work across the region addresses five overarching goals – strengthen governance and rule of law, empower women, expand economic opportunity, increase environmental resilience, and promote regional cooperation.

Headquartered in San Francisco, the Foundation works through a network of offices in 18 Asian countries, including Afghanistan and in Washington, DC. Working with public and private partners, the Foundation receives funding from diverse group of bilateral and multilateral development agencies, foundations, corporations, and individuals.

The Project:

The Foundation, with support from the United States Agency for International Development (USAID), is implementing a project titled *Strengthening Education in Afghanistan (SEA-II)*. The three key deliverables under this project include:

1. Support 800 female scholars studying for their bachelor’s degree at 38 private universities across 23 provinces;
2. Support 300 girls’ schools across 34 provinces to help 12th grade students at these schools better prepare for the Kankor examinations; and

Support the establishment of video conferencing facilities at the headquarters of the General Directorate of Science and Educational Technologies (GDSET) and at nine of its provincial centers

Statement of Work:

As part of this SEA-II project, the Foundation is seeking Bids , cost proposals along with work plans from authorised dealers and chanel partners for the supply and installation (setting up) of Video Conferencing Equipment for the GDSET Headquarter loaced in Kabul and it’s nine(9) Provincial Offices across the Country (Refer to location points mentioned in the BoQ below).

Time Line:

The proposed Supply and Instalation of the Video Conferencing Equipment for the project will be conducted over a period of Sixty (60) working days with the following schedule:

Time	Activity
Day 1	Contractor carries our visit to the designated locations for site review and pre-intalation preperations (both GDSET HR & Regional centers)
Day 2 to Day 10	Begins the delivery of the required listed items as per the agreed BoQ and PO /Work order
Day 11 to Day 50	Setting up and Installation of all equipment in all predefined and agreed locaitons and link all Provincial centers to the HQ.
Day 51 to Day 59	Providing all GDSET staff (HQ & Regional) hands -on training on working and trouble shooting of equipment .
Day 60	Submission of work report and Invoicing

Requirements: The interested bidder should be an authorized dealer in ICT / Vedio conferencing equipment having a registered business licence and physical presence (shop / office) in Kabul with well experienced technical staff.

Scope of Work:

The objective of this engagement is to support the Foundaiton’s Educaiton program with the supply of authentic and genuine Vedio Conferencing Equipment that is required to be formally installed / set up at the GDSET Head Quarters located in Kabul City and at nine(9) GDSET Provincial Centers located across the country as mentioned in the BoQ below.

The selected / shortlisted bidder would be contracted by the Foundaiton through a formal Work Contract with a pre-defined timeline for the purpose of delivering the equipment to each location , setting / installation of equipment at each pre-defined location (studio) and provide a **hands on training cum troubleshooting** tips to the authorized / designated GDSET staff at all locaions.

The Work Contract would be followed by a formal time bound Service Agreement with Foundaiton to provide full comprehensive after sales service to each all the locations in case of any fault or break downs for the remaining life of the project (tentatively for a 9 month period from the date of installation – equipment commissioning).

Bill of Qunatities(BoQ):

S. No	Item	Model	Product Description/ Technical Specificaitons of Item	Quantity & Location	
				HQ	Province
01	Logitech GROUP CAMERA	960-001060 UPC: 097855119551	CAMERA Smooth motorized pan, tilt and zoom, controlled from remote or console 260°pan, 130° tilt 10x lossless HD zoom 90° Field of View Full HD 1080p 30fps H.264 UVC 1.5 with Scalable Video Coding (SVC) Autofocus 5 camera presets Far-end control (PTZ) of ConferenceCam products ZEISS lens certification Kensington security slot LED to confrn video streaming Standard tripod threadREMOTE CONTROL HUB / CABLE Central mountable hub for connection of all components, Included adhesive solution for under-table mounting, Two cables for connection between hub and camera/speakerphone (Length: 5m/16'), One USB cable for connection to PC/Mac (Length: 3m/6.6'), AC Power adapter (Length: 3m/9.8') MOUNT Dual purpose mount for wall placement or for elevating the camera on a table COMPLIANCE AND TOOLS USB 2.0 compliant, UVC-compliant video and audio for broad application compatibility, Optimized for Microsoft® Lync®, Certified for Skype for Business, Cisco Jabber® and WebEx® compatible. Enhanced integration with Logitech Collaboration Program (LCP) members. Downloadable diagnostic tool, Field	01	09

			upgradeable firmware tool, Downloadable app plug-ins for advanced feature support		
02	SMARTBOARD	SMARTBOARD SBID-7286 Interactive Displays	<p>Touch technology HyPr Touch (Hybrid Precision Touch) proprietary hybrid system, which greatly improves upon its InGlass core by optimizing both touch and pen performance, resulting in virtually no lag and zero contact detect height Multitouch capabilities. Up to 16 simultaneous interaction points (combination of 10 finger touch points, four pen touch points and two eraser touch points)</p> <p>Object Awareness Behavior adjusts automatically to the tool or object you're using, whether it's a pen, finger, eraser or palm.</p> <p>Pen ID Four people can write independently and simultaneously, using different colored ink.</p> <p>Display Resolution 4K Ultra HD Series 7000 series</p> <p>Note:</p> <p>Sizes: One 86" only for the HQ center Nine 50" for the provincial offices</p>	01	09
03	UPS	SANTAK C1-3K(S) UPS	C1-3K(S) is the newest generation of double conversion topology on-line UPS from Santak. It inherits the high quality standard of the previous Castle series generations, and provides much stronger performance. It offers ideal solution for the major power quality problems such as grid power failure, under voltage, over voltage, sag, surge, line noise, frequency variation, switching transient, harmonic distortion efficiently, and provides a reliable power protection to the customer equipment. Castle C1-3K(S) product provides high adaptability and flexible configuration, and it is applied with leading DSP control technology and offer multiple and extendable options to meet the increasing customized application demand.	01	09
04	DELL Desktop	Alienware Aurora Ryzen™ Edition R10 Heavy Duty Desktop Computer	AMD Ryzen™ Threadripper 1950X; Windows 10 Professional 64bit English; 64GB Dual Channel DDR4 at 2666MHz; up to 64GB; NVIDIA® GeForce® RTX 2080 OC with 16GB GDDR6; 1TB Hard Drive. This Area-51 includes the new GeForce® RTX 2080 graphics card. Giving you up to 6X the performance of previous-generation graphics cards and brings the power of real-time ray tracing and AI.	01	09
05	Monitor/ Screen	ALIENWARE 34 CURVED MONITOR: AW3418DW	34-inch monitor featuring a curved 1900R IPS display with NVIDIA® G-Sync™, wide viewing angles and incredible resolution.	01	09

06	TV Unit	Samsung 85" Mountable TV Monitor for video conferencing	Samsung 85" TV Monitor for video conferencing and Presentation only for HQ Office	01	N/a
07	Wireless Microphone	Shure Wireless Hand Microphone	Shure Wireless Hand Microphone	3	9
08	Mountable Speakers	Bose Pro speakers for Video Conference Room	This Bundle contains 2 items: Pair of KRK RP5G3-NA Rokit 5 Generation 3 Powered Studio Monitor; Bi-amped, class A/B am; lifier offering large headroom and low distortion; Proprietary waveguide optimized for superior imaging; 1 Soft-dome tweeter provides pristine clarity and extended response up to 35kHz; High-frequency adjustment tailors the system to personal taste	4	18 (2 units at each center)
09	Mixer	Yamaha 16 channel Mixer for sound system	Yamaha Mixer for sound system	01	09
10	Video Conferencing Software	Microsoft		01	09
11	Wireless Microphone	10 Channel Wireless Microphone system for meetings	10 Channel Wireless Microphone system for meetings	01	09
12	Overhead Projectors	Benq W1070+ Dlp Projector 3d 2200ansi mhl	Display Features: This projector displays images and text with a 10,000:1 contrast ratio and 2000 lumen brightness. It produces excellent 2D images, as well as 3D images. Connectivity: The projector includes connectivity options like 2 HDMI input options and multiple connectivity options, like composite video, component video, S-video etc. which enables it to be connected to PC and other devices	N/a	09
13	Projector Screen	Mountable Projector Screen	Mountable Projector Screen	N/a	09

Note: The minimum expected warranty for all the above items / products has to be two (2) years and above. In case of it being less than 2 years the selected supplier / bidders would be laible to re-place the item free of cost.

Details of GDSET Locations (where Supply of equipment & Installation is required) :

S.No	GDSET Center	Location with Address
1	GDSET -HQ ,	PD # 3 Kabul City , Opp. Kabul Univesity , Afghnaistan
2	Regional Office Kabul -I	Kabul City
3	Regional Office Kabul -II	Kabul City
4	Nangrahar	Jalalabad City
5	Khost	Khost City
6	Bamayan	Bamayan City
7	Mazar	Mazar-e Shrif City
8	Takhar	Thakar City
9	Herat	Herat City
10	Kandahar	Kandahar City

Budget Guideline:

Interested Bidders / ICT Equipment dealers or asuppliers are required to submit their proposals with a detailed work plan for the supply and Installtion of all equipment as per the above-mentioned scope of work. Also note that all potential agencies who wish to participate in this bid / proposal submission and are registered with AISA or Ministry of Economy are liable for a 2% tax deduction and those that are not registered are liable for a 7% deduction from the final payments. Hence it would be advisable that the agencies submit a copy of their registration certificate along with the proposal documents.

Please note that the Foundaiton would hold back 10% of the total cost of the contract in liue of the After Sales Service Agreement Contract with the selected supplier.

Instruction for Submission of Proposals:

The proposal should include as annexes the following documents:

1. Company Profile (page limit 1)
2. Current list of clients and any direct experience of working on similar assignments in the last two years (page limit 1- just provide names of the clients and the contact person's phone and email ID).
3. A brief description of the proposed 'Work Plan' and 'Time Line' to complete the project; (please note that the Foundaiton allows you a maximum time of 60 days for completion of assignment from date of signing off of the contract but you are expected to provide us with your posped time frame) -page limit 1)
4. A detailed Budget / costing corresponding to the Bill of Quantities (BoQ) as mentioned in this Scope of Work. The cost proposed should include all costs including your travel to provinces and any out of pocket expenses.

Interested agencies are requested to submit their proposals in **only PDF form** over email to the email ID(preferably) as mentioned below or in case you are facing any issue over email you may submit the same by hand in **one sealed envelope** with all the pre-qualification documents to:

THE PROCUREMENT UNIT

The Asia Foundation

House # 861, Street # 1

Sub-street, Shirpour Project

Kabul, Afghanistan.

All envelopes containing the proposals are clearly marked with the RFP number and Title, must be hand-delivered to the Procurement Department ***no later than 04:00 pm local time in Kabul*** on or before ***November 05, 2020***.

For any further queries, kindly address your email to: country.afghanistan.procurement@asiafoundation.org . No personal visits or telephone calls shall be entertained.

Owing to the New Normal and Social Distancing protocol, the Foundaiton encourages it's potetial partners and interested bidders to submit their resposnes to this RFP via email in PDF form.

Time Frame:

Announcement of RFQ	October 20, 2020
Closing date for RFQ	November 05, 2020
Opening & Evaluation of all submitted bids	November 08, 2020
Announcing the winning agency	November 10, 2020
Discussing the Work plan, schedules and terms of Reference to the Service/ Work Contract with Selected Agency	November 12, 2020
Signing off on the Agreed Service /Work contract	November 15, 2020

FORM FOR SUBMITTING SUPPLIER / SERVICE PROVIDER QUOTATION⁴

(This form must be submitted only using the Supplier's / Service Provider's Letterhead /stationary)⁵

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.

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

Item #	Description / Specification of Services / Goods	Quantity	Unit Price	Total Price
1	Logitech Group Camera- 960-001060 UPC: 097855119551	10		
2	SMARTBOARD SBID-7286 Interactive Display	10		
3	SANTAK ci-3K (s) UPS	10		
4	Dell Desktop -Alienware Aurora Ryzen™ Edittion R10 Heavy Duty Destops	10		
5	Monitor / Screen Alienware 34 Curved Monitor: AW3418DW	10		
6	TV Units -Samsung 85" Mountable TV to serve as monitor	01		
7	Wireless Microphone- Shure Wireless Hand Microphone	12		
8	Mountable Speakers – BOSE Pro for Video Conferencing	22		
9	Mixer-Yamaha 16 Chanel	10		
10	Video Conferencing Software – Microsoft	10		
11	Wireless Microphone – 10 Chanel System	10		
12	Overhead Projector-Benq W1070+Dlp projector 3d 2200ansi mhl	09		
13	Projector Screens	09		
Total Price of the services / supplies required:				
Add: Other cost (If any please specify- I.e travel to province for installation)				
Total final cost for the Assignment (In AFN) :				

Table 2: Offer to comply with other Conditions and Related requirements:

Other Information pertaining to our Quotation as as follows:	Your Responses		
	Yes, we will Comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Final Report Delivery lead time			
Agrees to Time Frame & Work Plan			
Validity of Quotation			
All Provisions of TAF-AG General Terms & Conditions			
Other requirements [Pls. specify]			

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: _____

⁴This serves as a guide to the Supplier/ service provider in preparing the quotation and price schedule.

⁵Official letterhead/ stationary must indicate contact details -address, email. Phone numbers and fax numbers (if any) -for verification purposes.

Annex-III

Reference: RFQ No: TAF-EDU-SEA II-OCT -2020-005

COMPANY BACKGROUND INFORMATION

Each Legal entity submitting quotations shall complete the following form:

1.	Name of Legal Entity (Offeror):	
2.	Name of Business (Company name):	
3.	Legal Address:	
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

GENERAL TERMS & CONDITIONS

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

Agreement: the funding agreement between the Foundation and the Recipient to which these GTC are attached.

Foundation: The Asia Foundation

Funder: The Asia Foundation's funder and ultimate source of the money being provided to the Recipient.

Recipient: the organization receiving the grant or contract from The Asia Foundation.

The GTC are attached to and are an integral part of the Agreement with the Recipient. Furthermore, the Recipient must include the GTC requirements in all sub grants and subcontracts that it makes under the Agreement.

NOTICES

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

TERRORISM & ILLEGAL ACTIVITIES

The Recipient certifies that it does not transact with or provide any support to individuals or organizations associated with terrorism, and that it does not engage in or support illegal activities, including drug trafficking.

DEBARMENT & SUSPENSION

The Recipient certifies that neither it nor any of its directors or officers is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any government department or agency, including by any foreign government department or agency.

The Recipient agrees to notify The Foundation immediately of a change in the above.

NON-LIABILITY

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

TERMINATION & SUSPENSION

The Agreement may be terminated or suspended, in whole or in part, at any time by The Foundation by sending written notice to the Recipient stating the effective date. On receiving such a notice, the Recipient must immediately minimize expenditures and cancel commitments whenever possible. Within 30 calendar days after the effective date of a full termination, the Recipient must repay all unexpended Foundation funds. If the termination is partial, the terms will be set down in an amendment to the Agreement.

AMENDMENT

The Agreement document may be amended only by a written amending agreement document prepared by The Foundation and signed by an official of the Recipient.

DISPUTES

Any dispute under the Agreement will be decided by The Foundation's Project Manager; the Project Manager will give the Recipient a written copy of the decision. Decisions of the Project Manager will be final unless the Recipient 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 Project Manager at the same time. To facilitate review by the Representative, the Recipient 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.

TRADEMARK & BRANDING

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

RELIGIOUS ACTIVITIES

If the Recipient is a faith-based organization and engages in religious activities, such as worship or religious instruction, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by program beneficiaries in any such religious activities must be voluntary.

The Recipient agrees not to discriminate against or to favor program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If the Recipient makes sub grants or subcontracts under the Agreement, faith-based organizations should be eligible to participate on the same basis as other organizations and should not be discriminated against or favored on the basis of their religious character or affiliation.

REPORTING OF TAXES PAID ON PURCHASES

In general, USG funding is exempt from host country taxes, and the Foundation may be able assist the Recipient in obtaining tax exemptions for major purchases made under the Agreement if needed. However, the Recipient is required to report the amount of taxes paid on the purchase any equipment or supplies having a value of US\$ 500 or more, made with funds provided under the Agreement. Reporting on taxes paid is submitted with the Recipient's regular periodic reporting of activities and expenditures made under the Agreement.

DISABILITIES

The Recipient 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.

AFGHANISTAN GOVERNMENT INCOME TAX OBLIGATION (FOR COMPANIES BASED IN 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).*

Additional terms & Conditions:

ACCEPTANCE OF THE PURCHASE ORDER

A Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of a Purchase Order shall affect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind TAF-AG unless agreed to in writing by a duly authorized official of TAF-AG.

PAYMENT

TAF-AG shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 20 working days of receipt of the Supplier's/ Service provider's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

Unless authorized by TAF-AG, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in the Purchase Order may not be increased except by express written agreement of TAF-AG's Country Representative.

FITNESS OF GOODS/PACKAGING (Only applicable for Good/ commodities)

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the agreed Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by TAF-AG, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods⁶.

INSPECTION

TAF-AG shall have a right to inspect the goods at the printing company site and to reject or refuse acceptance of goods if they are not conforming to the agreed Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child ,which requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle TAF-AG to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of TAF-AG.

OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of TAF-AG' has received or will be offered by the Contractor any direct or indirect benefit arising from this RFQ or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this RFQ.

THE ASIA FOUNDATION CODE OF BUSINESS ETHICS AND CONDUCT

Introduction

The Asia Foundation is committed to transparency, honesty and integrity in all 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 always 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, or 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;

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.

- 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;
 - 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.