



# The Asia Foundation

**RFQ No: TAF-SEA II-EDU- OCTOBER-2020-010**

**Request for Quotations**

**(Developed & Design KonKor Exam Study Material )**

**Dari and Pashto Version**

**(In Soft Copy & Print form)**

**Updated 90 forms for Calendar Year 1399**

**Project: TAF-Education Project**

**Issue on October 28, 2020**

**Closing on: November 10, 2020**

Dear Sir / Madam:

We kindly request you to submit your quotation for the Development and design of training materials for Kankor Exam in Pashto and Dari languages **–(in Soft and Print form)**, as detailed in Annex-I of this RFQ. When preparing your response (quotation), please be guided by the form attached hereto as Annex-II. Interested Individuals( Experts in the relevant field) /Educational Institutes are encouraged to apply for this RFQ.

Quotations(responses) may be submitted on or before **November 10, 2020 03:00 pm**, Kabul time and via e-mail to the following e-mail address-

[country.afghanistan.procurement@asiafoundation.org](mailto:country.afghanistan.procurement@asiafoundation.org)

**Do not forget to indicate RFQ No: TAF-SEA II-EDU-OCTOBER2020-010 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:

<b>Delivery Terms</b>	<input checked="" type="checkbox"/> The Asia Foundation, Country Office, Kabul, Afghanistan
<b>Custom clearance if needed, Shall be done</b>	<input checked="" type="checkbox"/> Supplier/Offeror <b>Not Required under this RFQ – to be managed by TAF-AG.</b>
<b>Exact Address/es of Delivery Locations/s (Identify all if multiple)</b>	The Asia Foundation House 3 861, Street # 1 Behind Ghazanfar Bank Sub-Street of Shirpour Project, Kabul, Afghanistan
<b>TAF-AG Preferred freight Forwarded, if any</b>	Local – By hand
<b>Distribution of shipping documents (if using freight forwarder)</b>	N/A
<b>Latest Expected Delivery Date &amp; Time for assignment completion (if delivery time exceeds this, quote may be rejected by TAF-AG)</b>	<input checked="" type="checkbox"/> 30 days from the issuance of the Work Order/ Service Agreement
<b>Delivery Schedule</b>	<input type="checkbox"/> Required
<b>Packing requirements</b>	<input type="checkbox"/> Required – Please Refer to ToR
<b>Mode of Transport</b>	<input type="checkbox"/> Air <input type="checkbox"/> Land - N/A <input type="checkbox"/> Sea -N/A <input type="checkbox"/> Other [ pls. specify]
<b>Preferred Currency of Quotation</b>	<input type="checkbox"/> USD <input checked="" type="checkbox"/> AFN
<b>Value Added Tax on Price Quotation</b>	<input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect Taxes
<b>After Sales Service</b>	<input checked="" type="checkbox"/> Not Required
<b>Deadline for the Submission of Quotations</b>	<b>Tuesday November 10 , 2020</b> , no later than 03:00 pm Kabul time.
<b>All documents, including catalogues, samples, instructions etc. shall be in this language</b>	<input checked="" type="checkbox"/> English
<b>Documents to be submitted</b>	<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).
<b>Period of Validity of Quotes</b>	<input checked="" type="checkbox"/> 90 days

<b>Starting for Submission date</b>	In exceptional circumstances, TAF-AG may request the vendor to extend the validity of the Quotation beyond what has been indicated in the RFQ.
<b>Partial Quotes</b>	<input checked="" type="checkbox"/> Not Permitted
<b>Payment terms</b>	<input checked="" type="checkbox"/> 100% upon completion of Task
<b>Liquidated Damages</b>	<input checked="" type="checkbox"/> 3% of the contract amount for every five days of delay up to a maximum of 10 days, thereafter the contact/ work order may terminate.
<b>Evaluation Criteria</b>	<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.
<b>TAF-AG will award to</b>	<input checked="" type="checkbox"/> One Supplier (single service provider)
<b>Type of Contract to be signed</b>	<input checked="" type="checkbox"/> Work Order/ Service Agreement
<b>Special conditions of the contract</b>	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery / completion of work is delayed by 10 days.
<b>Condition for Release of Payment</b>	<input checked="" type="checkbox"/> Written acceptance of Goods based on full compliance with RFQ Requirements.
<b>Annexes to this RFQ</b>	<input checked="" type="checkbox"/> Technical Specifications of the Service required – Annex-I <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)
<b>Contact Person for Inquiries (Written inquiries only)<sup>1</sup></b>	<p style="text-align: center;"><a href="mailto:country.afghanistan.procurement@asiafoundation.org">country.afghanistan.procurement@asiafoundation.org</a></p> <p>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.</p>

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 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](mailto:country.afghanistan.procurement@asiafoundation.org)

October 28, 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](http://www.asiafoundation.org))<sup>2</sup>

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<sup>1</sup> 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.

<sup>2</sup>When the information is available in the web, a URL for the information may be provided

**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 12<sup>th</sup> 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 ***Technically qualified Individuals / Educational Institutions*** who have prior working experience in developing and designing study material for students preparing for the Konkor Exam across Afghanistan. These individuals / publishing firms should provide proper evidence of having carried out similar work in the past (if requested by TAF).

**Terms of Reference / Technical Specifications**

	Description	Delivery Location	Quantity Copies	Specifications
1	Kankor <b>-Dari and Pashto Edition</b> Soft copy of Konkor Preparation Guidebook (KPG)	Kabul	1 copy Pashto and 1 copy Dari	<b>Item:</b> Development of a soft copy of a book namely <b>KPG</b> <sup>1</sup> consisting of all Kankor forms for the calendar year 1399 with following specifications: a. Every science related question must be solved with explanation in the related form; b. The Response –' <b>KEY</b> ' should be at the bottom of every page.
2	Kankor- <b>Dari and Pashto Edition</b> Develop, design and record video's on solving of questions / problems on Science Subjects	Kabul	1 copy of Pashto and 1 copy of Dari	The science related questions of <b>KPG</b> must be explained/solved on the Black/ White board by professional teacher (s) and the Solution process must be video recorded. The video size should not exceed 25 GB and must be in MP4 format.
3	Kankor <b>-Dari and Pashto Edition</b> Soft copy of Method of Success in Kankor (MSK)	Kabul	1 copy Pashto and 1 copy Dari	Updating/developing the soft copy of the <b>MSK</b> <sup>2</sup> as per the update requirements announced by the Ministry of Education.

**Note:**

**Any questions or clarifications on this RFQ are to be directed to – [country.afghanistan.procurement@asiafoundation.org](mailto:country.afghanistan.procurement@asiafoundation.org) No later than Nov 9, 2020. Questions or inquiries received after Nov 09, 2020 – 12:00 noon will not be entertained.**

<sup>1</sup>Konkor Preparation guidelines

<sup>2</sup>Methods of Success in Konkor

**Instruction for Submission of Proposals:**

The proposal should include as annexes the following documents:

1. Institutional Profile / Individual Profile (page limit 3) In case of Individual a CV -not more than 2 pages.
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 Foundation 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 proposed time frame) -page limit 1)
4. Formal Undertaking to handover Copyrights to the Foundation at no **additional cost** (As all material designed and developed by the selection individual / agency will belong to The Foundation under its Intellectual property rights clause).

Interested agencies are requested to submit their cost proposals ( using the format provided in this RFQ -Annex II & III) along with the samples (10 detailed responses of science subjects with their answer "Key", properly formatted and a video of professional teacher(s) solving the same questions on black/white board) for products mention in the table on page 6 of this RFQ in two separate sealed envelopes. These two envelopes should be titled / labeled –

- a) 'Bidder/ agency name – Cost Proposal'
- b) 'Bidder / agency name – Samples '

Envelope a & b should be packed in **one sealed envelope** and hand delivered to the Reception Counter at the TAF - main Gates addressed 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 03:00 pm local time in Kabul** on or before **November 10, 2020**.

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

**Owing to the New Normal and Social Distancing protocol, the Foundation encourages its potential partners and interested bidders to submit their responses to this RFP via email in PDF form.**

**Time Frame:**

Announcement of RFQ	October 28, 2020
Closing date for RFQ	November 10, 2020, 03:00 pm Kabul time
Opening of all Submitted Proposals	November 11 , 2020
Evaluation of all samples submitted by Bidders	November 12 to 15 , 2020 TAF-AG (Education team and GDSET academic members) work along with the technical team of the selected agency on the final manuscript Kankor materials (Reviewing the Kankor forms, Keys of responses and the videos and the compatibility of videos).
Discussing proposed work plans , terms of reference , timelines ,comments, suggestions provided by GDSET with the 3 or 4 shortlisted bidders. Discuss final costing with bidders	November 16, 2020
Shortlisted Bidders to submit revisions to proposals ( If required )	November 17, 2020
Final evaluation of all shortlisted bids( Technical & Financial)	November 18, 2020
Declare final Winner / Selected bidder	November 19, 2020
Discussing work plans and signing of work contract	November 23, 2020

**FORM FOR SUBMITTING SUPPLIER / SERVICE PROVIDER QUOTATION<sup>3</sup>**  
(This form must be submitted only using the Supplier's / Service Provider's Letterhead /stationary)<sup>4</sup>

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 No: TAF-SEA II-EDU-OCTOBER -2020-010**

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

Item #	Description / Specification of Services / Goods	Quantity	Number of Pages	Latest Delivery date	Unit Price	Total Price
1	Developing Kankor - <i>Dari and Pashto Edition</i> Soft copy of Konkor Preparation Guidebook (KPG)	01 each	90-100 forms			
2	Kankor- <i>Dari and Pashto Edition</i> Develop, design and record video's on solving of questions / problems on Science Subject.	01 each				
3	Kankor - <i>Dari and Pashto Edition</i> Soft copy of Method of Success in Kankor (MSK)	01 each				
<b>Total Price of services (Printing of books)<sup>5</sup></b>						
<b>Add: Other Cost (pls. Specify)</b>						
<b>Total final and all -Inclusive Price Quotation</b>						

Note: Your proposed cost for the design & development of the requested material should include the cost for the copyrights . TAF will not entertain any additional cost for copyrights once the selection process is completed.

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

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

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: \_\_\_\_\_

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

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



Reference: RFQ No: TAF-SEA II-EDU-OCTOBER -2020-010

**COMPANY BACKGROUND INFORMATION**

Each Legal entity submitting quotations shall complete the following form:

1.	Name of Legal Entity (Offeror): ( In case of Individual- name of Individual as in NID)	
2.	Name of Business (Company name): ( only for Institutions)	
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]  
Not required by Individual

**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](http://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 10 working days of receipt of the Supplier'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**

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 goods<sup>6</sup>.

#### **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 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, 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 relationship<sup>1</sup> 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;

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<sup>1</sup> 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.