Standard Procurement Documents

IFAD
Investing in rural people

Request for Quotations – Goods

1st Edition

December 2020

Dutch Committee for Afghanistan

Request for Quotations - Goods

for

Procurement of Milk Processing Machine.

Ref No: *2000004372-56*

Issue date: 01 October 2023

Foreword

This bidding document has been prepared by *Dutch Committee for Afghanistan* and is based on the 1st edition of the IFAD-issued standard procurement document governing requests for quotations - goods, available at www.ifad.org/project-procurement. This bidding document is to be used for the procurement of goods using shopping as procurement method in projects that are financed by IFAD.

IFAD does not guarantee the completeness, accuracy or translation, if applicable, or any other aspect in connection with the content of this document.

REQUEST FOR QUOTATIONS

Reference Number: *2000004372-56*

October 1, 2023

Procurement of Milk Processing Machine.

Addressed to:

Company Name (Bidder/Supplier): _____

Contact Information: _____

1. The *Dutch Committee for Afghanistan has received* financing from the International Fund for Agricultural Development ("the Fund" or "IFAD") towards the cost of *Crises Response initiative – Afghanistan (CRI) project* ("the client" or "procuring entity") and intends to apply part of this financing to the purchase for which this request for quotations (RFQ) is issued.

The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with *the {CRI} project.*

2. This procurement is based on the national/international shopping method as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at www.ifad.org/project-procurement.

3. The bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. A bidder, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the evaluation process and the execution of the contract, b) participates in more than one quotation under this procurement action, c) has a business or family relationship with a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this request for quotation, (ii) the selection process for this procurement, or (iii) execution of the contract. A bidder and the supplier have an ongoing obligation to promptly disclose any situation of actual, potential or reasonably perceived conflict of interest during the preparation of the quotation, the evaluation process or the contract execution. Failure to properly disclose any of said situations in a promptly manner may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract

and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations[1].

4. All bidders are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") while competing for, or in executing, the contract.

    a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD's Anticorruption Policy or in sexual harassment, exploitation and abuse as defined in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse[2] in competing for, or in executing, the contract, the quotation may be rejected or the contract may be terminated by the purchaser.

    b. In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the international financial institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

    c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.

    d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name

[1] The policy is accessible at: www.ifad.org/anticorruption_policy.
[2] The policy is accessible at https://www.ifad.org/en/document-detail/asset/40738506.

and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the quotation or termination of the contract.

e. Bidders shall keep all records and documents, including electronic records, relating to this bidding process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the Contract, execution of the contract.

5. The Fund requires that all beneficiaries of IFAD Funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.[3]

6. *The Dutch Committee for Afghanistan* invites you to submit your price quotation in a pro forma invoice format for the supply of the items listed in **Annex 1** of this RFQ.

7. Your quotation in the required format should be addressed to:

DCA's Procurement Department

Attn: *Sayed Sarwar Maudodi, Procurement Officer*

District 3, Kabul university last station, Next to the Karwan University, House #16, Kabul, Afghanistan

Tel: *+93794484577*

E-mail: *sarwar.maudodi@dca-af.org*

8. The quotation should be accompanied by:

a. a copy of your business registration.

b. List and Copy of Similar Contract/s.

c. completed price and delivery schedule.

d. adequate technical documentation and catalogue(s) and any other pertinent information.

9. The deadline for receipt of your quotation is at ***4:00 PM Kabul local Time on 14 October 2023,***

[3] The policy is accessible at https://www.ifad.org/en/document-detail/asset/41942012.

10. Quotations should be submitted in physical form in sealed envelope on deadline and to the address stated above.

11. Bidders must quote all items in the RFQ. A partial quote will not be accepted. If a quotation shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the quotation shall be assumed not to be included in the quotation.

12. **Evaluation.** The purchaser shall award the contract to the bidder in accordance with the award criteria: *Supplier must have successfully completed at least one similar contract; supplier offer has been determined to be the lowest priced quotation and is substantially responsive to the request for quotation and short delivery timeline provided further that the bidder is determined to be qualified to perform the contract satisfactorily.*

Note: Supplier must provide the company profile and must clearly mention the sales and after sales services, and delivery, installation and training duration.

13. The purchaser's evaluation of a quotation may take into account, in addition to meeting the minimum technical and qualification requirements, the following factors;

(a) Delivery should take place as per DDP Incoterms 2010 The items are required to be delivered within the time as specified in the delivery schedule. Quotations offering delivery beyond this delivery time shall be treated as non-responsive.

(b) Deviation in payment schedule. Bidders shall state their quoted price for the payment schedule in the payment terms below. Quotations shall be evaluated on the basis of this base price. Bidders requesting payment terms other than those stipulated in clause 15 below shall have their quotations treated as non-responsive.

14. **Prices.** Prices shall be in USD. Prices quoted in currencies other than *USD* will be evaluated after converting the currency into *USD* at the exchange rate prevailing at *www.dab.gov.af* on the date of the deadline of submission for quotations.

15. **Payment.** Payment will be made in full within 30 days after delivery and acceptance of goods.

16. **Delivery Location.** PO items should be delivered and install to the Logar, Khost, Laghman, Baghlan, and Badghis provinces. And the delivery of the items should be taking place in accordance with DDP incoterms 2010.

17. **Delivery Schedule.** All items should be delivered to (mentioned in schedule of requirements) after signature of contract. Bidders must state an exact delivery time in the quotation.

18. **Warranty.** Items offered should be covered by at least 12 months' warranty from the date of delivery to the purchaser/procuring entity. Goods offered shall be new, unused, and based on the manufacturer's current and most recent model.

19. **Origin. Yes**

20. **Brand. Yes**

21. **Validity.** Your quotation should be valid for a period of 90 days from the date of your quotation.

22. **Purchase Order**. The purchase order shall be issued by the *Dutch Committee for Afghanistan* before the end of the validity of the quotation to the eligible bidder who submitted the lowest evaluated quotation. The purchase order terms and conditions are attached in annex 2. Prior to the issuance of the purchase order and after the completion of the evaluation process, the purchaser/procuring entity reserves the right to increase or decrease the requested quantities under this RFQ. The maximum increase allowed to be done to the quotation prior to purchase order signature is +15% and the maximum decrease is -15%.

Yours sincerely,

.....

Ali Raza Ahmadi, Operations Manager

Annex 1

Schedule of Requirements

All specifications are stated in **minimum terms**, except where ranges, approximations, maximum levels or exactitudes are stated.

No	Description and Specifications	Unit of Measure	Quantity	Delivery Period *(Expressed in form of number of days following Purchase Order signature)*	Place of Delivery
1	Chiller/ Milk Cooling System Tank 500 Liter (Steal Grad: 304, thickness: 1.5 mm, Compressor Power: 2.5 KW Refrigerant Gaz: R410)	Each	5		The supplier must deliver items in accordance with DDP incoterms 2010 and must also provide installation, training, and at least one free production. The delivery locations are: Logar, Khost, Laghman, Baghlan, and Badghis provinces.
2	Milk Pasteurizer (With Two Wall, inner wall thickness is 3mm outer wall 2mm Mixer 1.5 KW)	Each	5		
3	Milk pump (Chill) Nickel for 80 centigrade (With (Nickel) Water pump 1 inch 1.5 Kw)	Each	5		
4	Cup Filling & Sealing Machine for yogurt 400gr/700gr (With capacity of packing 500 glass per hours)	Each	5		
5	Churning mixer 100 liters (Electric Churning Machine 100 liters)	Each	5		
6	Yoghurt Making Tank 1000 Liter (With two walls, Inner wall: 2mm Outer wall: 1.5mm Mixer: 1.5 Kw)	Each	5		

Annex 2

Draft Purchase Order

Standard Procurement Documents

Purchase Order - Goods

1st Edition

December 2020

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Dutch Committee for Afghanistan

Purchase Order – Goods

for

Procurement of Milk Processing Machine.

Ref No: *2000004372-56.*

Foreword

This purchase order has been prepared by *Dutch Committee for Afghanistan* and is based on the 1st edition of the IFAD-issued standard procurement document for purchase orders - goods to be used in projects financed by IFAD, available at www.ifad.org/project-procurement.

IFAD does not guarantee the completeness, accuracy or translation, if applicable, or any other aspect in connection with the content of this document.

To: *[supplier / contracted vendor]* *[insert date]*

Attn:

Street:

Town:

Postal Code:

Country:

Tel:

We are pleased to inform you that your quotation reference *[insert reference number]* dated *[insert date]* has been accepted. You will be required to supply the goods as detailed on the attached schedule of requirements against the terms contained in this purchase order. This order is placed subject to the attached conditions of contract for purchase orders, except where modified by the terms stated below.

Specific terms of this purchase order:

1. **Contract sum:** The contract sum is *[insert amount in words and numbers]*
2. **Completion period**: The goods are to be delivered **within** *[insert number of days or weeks]* from the date of this purchase order; that is by *[insert date]*.
3. **Warranty**: The warranty/guarantee period is **twelve (12)** months.
4. **Delivery point:** The goods are to be delivered to *[insert delivery address, following Incoterms]*.
5. **Contact person:** Enquiries and documentation should be addressed to *[entity name, street address, telephone number and email]*
6. **Payment to supplier:** Payment will be made in full **within 30 days** on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:
   a) An original and two copies of the invoice;
   b) A delivery notes evidencing acceptance of the goods;
   c) An acceptance certificate signed by authorized of the milk processing center/s.
7. **Incidental services:** The incidental services shall include

[insert incidental services if applicable to this purchase order. See the conditions of contract for a definition of incidental services.]

8. **The performance security** – as defined in clause 31 of the conditions of contract – shall be *10%* of the contract sum.

9. The following documents attached as appendices form part of this contract:

   - Conditions of contract for purchase orders.
   - Supplier's quotation; and
   - Self-certification form.

Schedule of Requirements

Item No	Description	Unit of Measure	Quantity	Unit Price USD	Total Price USD	Period of delivery (expressed in terms of the number of days following the PO date)
1	Chiller/ Milk Cooling System Tank 500 Liter (Steal Grad: 304, thickness: 1.5 mm, Compressor Power: 2.5 KW Refrigerant Gaz: R410)	*Each*	5			
2	Milk Pasteurizer (With Two Wall, inner wall thickness is 3mm outer wall 2mm Mixer 1.5 KW)	Each	5			
3	Milk pump (Chill) Nickel for 80 centigrade (With (Nickel) Water pump 1 inch 1.5 Kw)	Each	*5*			
4	Cup Filling & Sealing Machine for yogurt 400gr/700gr (With capacity of packing 500 glass per hours)	Each	*5*			
5	Churning mixer 100 liters (Electric Churning Machine 100 liters)	Each	*5*			
6	Yoghurt Making Tank 1000 Liter (With two walls, Inner wall: 2mm Outer wall: 1.5mm Mixer: 1.5 Kw)	Each	*5*			
	Total Order Price					

For the procuring entity

Signature: .....

Date:

Name:

Title:

For the supplier

Signature: .....

Date:

Name:

Title:

Conditions of Contract for Purchase Orders

1. Definitions

a) "Contract" means the agreement between the purchaser and the supplier, as described in the purchase order and other documents referred to in the purchase order.

b) "Contract price" means the price, inclusive of all amounts for taxes and contributions (as the term is defined in the financing agreement) payable to the supplier under the contract.

c) "Goods" means the goods, which the supplier is required to supply to the purchaser under the contract.

d) "Incidental services" means any service ancillary to the supply of the goods, such as installation, commissioning, provision of technical assistance, and training.

e) "The purchaser" means the procuring entity that issues this purchase order.

f) "Supplier" means the natural person or legal person who will supply the goods.

g) "Bidding documents" means the documents issued by the purchaser for the procurement of the goods.

2. Use of contract documents and information

2.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information specified in CC clause 2.1, except for purposes of performing the contract.

2.3. All documents enumerated in CC clause 2.1, other than the contract itself, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser upon completion of the supplier's performance of its obligations under the contract, if so, required by the purchaser.

3. Patent rights

3.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, copyright, industrial design rights or other intellectual property rights arising from use of the goods or any part thereof in the purchaser's country and from the sale of products produced by the goods in any country.

3.2. Such indemnity shall not cover any use of the goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier, pursuant to the contract.

3.3. Any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for the purchaser under the contract shall belong to and remain the property of the purchaser. The supplier may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the purchase order.

3.4. The supplier shall hold the purchaser harmless from and against all suits, proceedings, claims, demands, losses and liabilities of any kind or nature brought by any party against the purchaser in connection with, based on, arising from, or relating to the contract. This shall include, but not be limited to litigation costs and expenses, attorney's fees, settlement payments and damages.

4. Inspections and tests

4.1. The purchaser or its representative shall have the right to inspect and to test the goods to confirm their conformity to the contract at no extra cost to the purchaser. The purchaser shall notify the supplier about any inspections and tests the purchaser requires and where they are to be conducted. Further, the purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

4.2. At the option of the purchaser, inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery, or at the project site. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the purchaser.

4.3. Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace or make alterations necessary to meet specification requirements free of cost to the purchaser.

4.4. The purchaser's right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the purchaser or its representative prior to shipment, installation or other performance in the purchaser's country.

4.5. Nothing in CC Clause 4 shall in any way release the supplier from any warranty or other obligations under this contract.

5. Packing

5.1. The supplier shall provide such packing of goods as is required to prevent damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure

to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

5.2. Packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements specified in the contract documents and through any subsequent instructions issued by the purchaser.

6. Incidental services

6.1. A supplier shall provide the incidental services indicated in the contract.

7. Spare parts

7.1. Unless not required under the contract, the supplier shall provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier including such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract.

7.2. In the event of termination of production of the spare parts:

a) the supplier shall give advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

b) following such termination, furnishing at no cost to the purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

8. Warranty

8.1. The supplier warrants that the goods are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods have no defect arising from design, materials, or workmanship or from any act or omission of the supplier, which may develop under normal use of the goods in the conditions prevailing in the purchaser's country.

8.2. The warranties under this clause shall remain valid for twelve (12) months after final acceptance of the goods by the purchaser, unless a longer (but not a shorter) period is specified in the contract.

8.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

8.4. Upon receipt of such notice, the supplier shall, with all reasonable speed, and in any case within 72 hours, repair or replace the defective goods or parts thereof, without costs to the purchaser unless otherwise agreed in writing by the contracting parties.

8.5. If the supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, the purchaser may proceed to take such remedial action as may be

necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

9. Payment

9.1. The supplier's requests for payment shall be in writing and accompanied by an invoice and the required documents.

9.2. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice by the supplier and certification from the purchaser, whichever is later.

9.3. Payments shall be made in the currency of the purchaser order, unless otherwise stated.

10. Prices

10.1. The contract price shall not vary from the prices quoted by the supplier in its bid except for any price adjustments authorized in the contract.

11. Change orders

11.1. The purchaser may, at any time, issue a written order to the supplier regarding changes in any, some or all of the following:

a) drawings, designs or specifications for the goods;

b) methods of shipment and packing of the goods;

c) the place of performance or delivery of the goods; and

d) the incidental services.

11.2. If a change order will cause an increase or decrease in the cost of, or the time required for the supplier's supply of the goods, the parties shall exert their best effort to agree on an equitable adjustment in the contract price, the delivery schedule, or both. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the change order.

12. Contract amendments

12.1. No variation or modification of the terms of the contract shall be made except by either (a) a written amendment signed by the parties, or (b) a change order.

13. Assignment

13.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent of the purchaser.

14. Sub-contracts

14.1. The supplier shall notify the purchaser in writing about all subcontracts for the supply of the goods. Such notification shall not relieve the supplier from any liability or obligation under the contract.

15. Delays in the supplier's performance

15.1. If the supplier foresees or encounters conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the fact of the actual or foreseen delay, its likely duration and its causes.

15.2. No extension of the supplier's time for performance shall be effective unless the parties amend the contract.

16. Liquidated damages

16.1. Subject to CC clause 18, if the supplier fails to deliver all goods within the period specified in the contract, the purchaser may, without prejudice to other remedies under the contract (including termination of the contract), deduct, as liquidated damages, 0.1% from the contract price for each day delay or fraction thereof, until delivery of all goods, up to 10% of the contract price.

17. Termination

17.1. Without prejudice to any other remedy for breach of contract, the purchaser may terminate this contract in whole or in part by written notice to the supplier:

a) if the supplier fails to deliver all the goods within the period specified in the contract;

b) if the supplier fails to perform any other obligation(s) under the contract;

c) if the supplier or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities[4] in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;

d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arise out of or in connection with the performance of the contract;

e) if the supplier becomes bankrupt or otherwise insolvent;

f) if at any time the purchaser decides to terminate the contract for its own convenience; or

g) if the supplier fails to provide a performance security within fifteen (15) days in case a performance security is part of this contract.

[4] The policy is accessible at www.ifad.org/anticorruption_policy.

17.2. For the purpose of this clause: “corrupt practice” and “fraudulent practice” carries meaning defined in the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

17.3. In the event that the purchaser terminates the contract in whole or in part under clause 17.1(a), (b), (c) or (d), the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those that the supplier failed to deliver, provide or perform, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue its performance of its obligations under the contract to the extent that the contract was not terminated.

17.4. If the contract is for goods, in the event that the purchaser terminates the contract in whole or in part under clause 17.1 (e), the goods that are complete and ready for shipment within thirty (30) days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

a) to have any portion completed and delivered at the contract terms and prices; and/or

b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

18. Force majeure

18.1. The purchaser may not deduct the liquidated damages from the contract price, or terminate the contract under clause 17.1(a) or (b) if the supplier’s delay in the performance of its obligations under the contract is the result of an event of force majeure.

18.2. For purposes of this clause, “event of force majeure” means an exceptional event or circumstance which satisfies all of the following conditions: (a) such event or circumstance is beyond the control of the supplier, (b) the supplier could not reasonably have provided against such event or circumstance before entering into the contract, (c) such event or circumstance having arisen, the supplier could not reasonably have avoided or overcome such event or circumstance, and (d) the such event or circumstance is not in any way attributable to the supplier. Such events may include, but are not restricted to, acts of the purchaser’s country in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3. If an event of force majeure occurs, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the event of force majeure.

19. Settlement of disputes

19.1. If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

20. Limitation of liability

20.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement as described in CC clause 3,

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Language

21.1. Unless the purchaser agrees otherwise, all documents referred to in the contract and all communications from supplier to the purchaser shall be in the English language.

22. Applicable law

22.1. The contract shall be interpreted in accordance with the laws of the purchaser's country.

23. Notices

23.1. Any notice given by one party to the other pursuant to the contract shall be in writing and delivered to the other party in person or by courier, electronic mail or facsimile, to the other party's address specified in the contract.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and duties

24.1. The supplier should carefully read the provisions and revenue regulations of the applicable law.

24.2. The supplier shall be entirely responsible for all taxes, customs duties, license fees, and other such levies imposed both inside and outside of the purchaser's country by reason of or in relation to the contract.

24.3. Unless exempt under applicable laws and regulations, the supplier is subject to taxes and contributions for payments under this contract, as may be required under applicable laws

and regulations. In no event shall the purchaser be responsible for the payment or reimbursement of any taxes and contributions. In the event that any taxes and contributions are imposed on the supplier, the contract price shall not be adjusted to account for such taxes and contributions.

25. Performance security

25.1. The supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the due performance of this contract in the amount or percentage specified in the purchase order.

25.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations in accordance with the terms of this contract.

25.3. The performance security shall be denominated in the currency of this contract and shall be in the form of either a bank guarantee, bond or an irrevocable standby letter of credit issued by a reputable bank or surety located in purchaser's country and in form and substance satisfactory to the purchaser, substantially in the appropriate form included as an annex to this purchase order.

25.4. The performance security shall be discharged by the purchaser and returned to the supplier not later than twenty-eight (28) days following the date of completion of the supplier's performance obligations under this contract, including any warranty obligations.

26. Prohibition of Fraud and Corruption

26.1. The Supplier shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")5. Failure to comply with this policy may lead to termination of contract as set out above at para. 17.1(c).

26.2. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with its Anticorruption Policy.

26.3. The supplier will take appropriate measures to inform potential sub-contractors, sub-consultants, suppliers, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

26.4. The supplier is required to complete and sign the attached self-certification form. In particular, the supplier is obliged to disclose relevant prior sanctions and criminal convictions

[5] The policy is accessible at: www.ifad.org/anticorruption_policy.

and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

26.5. The supplier is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund.

26.6. The supplier shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

27. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

27.1. The supplier expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse6, which is an integral part of these conditions of contract for purchase orders. The supplier shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the supplier or any of its subcontractors in the performance of the contract. The supplier shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

[6] The policy is accessible at https://www.ifad.org/en/document-detail/asset/40738506.

Performance Security Form

To: *Dutch Committee for Afghanistan (DCA)*

[Procurement for Milk Processing Centers]

[insert contracting authority address]

Telefax: *[insert telefax]*

WHEREAS [name of supplier] (hereinafter called “the supplier”) has undertaken, in pursuance of purchase order No. [reference number of the purchase order] dated _____ 20_____ to supply [number and description of the RFQ], (hereinafter called “the purchase order”).

AND WHEREAS, it has been stipulated by you in the said purchase order that the supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein, as security for compliance with the supplier’s performance obligations in accordance with the purchase order.

AND WHEREAS we have agreed to give the supplier a guarantee:

THEREFORE WE hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the purchase order and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ [insert date] or until the end of the warranty period, whichever comes later.

Signature and seal of the guarantors

_____

[Name of bank or financial institution]

[Address]

[Date]

Self-Certification Form

This self-certification form is to be completed by the supplier. The supplier shall submit the completed form together with the signed contract agreement to *[insert name of procuring entity]*. Instructions for completing this form are provided below.

Full legal name of supplier:	
Full legal name of supplier's legal representative and position:	
Full name and number of contracts:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the supplier]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the supplier and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at https://www.ifad.org/en/document-detail/asset/40738506).

Authorized Signature: _____ **Date:** _____

Printed Name of Signatory: _____

✓The supplier certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

✓The supplier declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")[7] and/or temporary suspensions have been imposed on the supplier and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to supplier)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

✓The supplier certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

✓The supplier certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

✓Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;

✓Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;

✓Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

✓Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and

✓Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel , the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

❑ **[To be completed only if the previous boxes were not checked]**
The supplier declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

✓The supplier certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

OR

❑ **[To be completed only if the previous box was not checked]**
The supplier declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

✓The supplier acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

[7] The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

Instructions for completing the self-certification form

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

The supplier should print out, date, and attach the results page(s) to the self-certification form, which should read, "no matching records found".

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the supplier itself are ineligible for contracts of the World Bank on the grounds of "cross-debarment", the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a "false positive".

The procuring entity will determine whether to proceed with the contract or allow the supplier to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the supplier as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.

Annex I

No	Description	Unit	QTY	Unit Cost USD	Total Cost USD	Delivery, installation, training and one-time free production time line.
1	Chiller/ Milk Cooling System Tank 500 Liter (Steal Grad: 304, thickness: 1.5 mm, Compressor Power: 2.5 KW Refrigerant Gaz: R410)	**Each**	**5**			
2	Milk Pasteurizer (With Two Wall, inner wall thickness is 3mm outer wall 2mm Mixer 1.5 KW)	**Each**	5			
3	Milk pump (Chill) Nickel for 80 centigrade (With (Nickel) Water pump 1 inch 1.5 Kw)	**Each**	5			
4	Cup Filling & Sealing Machine for yogurt 400gr/700gr (With capacity of packing 500 glass per hours)	**Each**	5			
5	Chrning mixer 100 liters (Electric Churning Machine 100 liters)	**Each**	5			
6	Yoghurt Making Tank 1000 Liter (With two walls, Inner wall: 2mm Outer wall: 1.5mm Mixer: 1.5 Kw)	**Each**	5			
Total Amount In USD:						

Best-offer quotations are requested. It is anticipated that the award will be made solely on the basis of these original quotations. However, DCA reserves the right to conduct any of the following:

- DCA may conduct negotiations with and/or request clarifications from any bidder prior to award.
- DCA may conduct the site visit
- While preference will be given to bidder who can address the full technical requirements of this RFQ,
- DCA may issue a partial award or split the award among various bidder, if in the best interest of the DCA.
- DCA may request the certificate/s.
- DCA may cancel this procurement at any stage.

Statement of work and specification:

- Supplier must quote for original product/s.
- Supplier must confirm the availability of the spare parts in Afghanistan local market.
- Supplier must provide at least one year warranty for all parts of the product.
- Supplier must deliver the items in accordance with the DDP incoterms 2010.
- Supplier must install the machinery and must provide training along with at least one-time free production services.
- Supplier must complete the delivery and installation for all five provinces at same time.
- Supplier must confirm the free services and consulting regarding the usage of the machinery at least for one year if needed.

Quotation Checklist

To assist suppliers in the preparation of quotations, the following checklist summarizes the documentation required to submit a quotation in response to this RFQ:

☒ Official quotation, including specifications of offered equipment/s.
☒ Copy of the bidder's business license.
☒ One year warranty letter.
☒ list and copy of the similar contract/s.
☒ organization/company profile.
☒ proposed sales and after sales services.
☒ work plan (delivery time, installation, training and production services)
☒ machinery brochures or profile