

# Terms & Conditions of Request for Quotation – Construction

## 1. General

- These Terms and Conditions shall apply to all agreements for construction
- Any Contractor must be legally licensed and registered in Afghanistan!
- **This is not a tender and no open tender meeting will be held. Medair will contact only short-listed Contractor!**
- According to requirements Medair reserves the right to accept or reject any or all expressions of interest or cancel the process without any obligation to inform the affected interested applicants reasoning for acceptance, rejection or cancellation.
- All Medair and its Donor terms, conditions and policies must be accepted by the Contractor.
- Medair will not cover any cost related to the creation and submission of the Quotation, regardless the result.
- Medair expects Contractor with whom it partners to follow ethical business practices and be socially accountable. Those expectations are set out in Medair's Code of Ethics, which, along with the associated policies available on Medair's website at <https://www.medair.org/accountability/>, and are subject to periodic updates.

## 2. Conditions for selection

- Authorization to perform the market
- Financial and economic analysis
- Technical expertise
- Quality of used material
- Best value for money
- Medair will reserve its right to choose a Contractor not depending only on the lowest price.

## 3. Specific Terms and Conditions

- Any Contractor is responsible, on its own cost, to visit the project site to see the circumstances, identify the transport routes, availability of construction material and workforce. Medair cannot be held responsible for miscalculations as a result of not insuring the facts.
- The Contractor is responsible to calculate the needed material and the required work schedule to fulfil the work described in the Bill of Quantities.
- The Contractor is responsible to review the provided drawings and the Bill of Quantities.

## 4. Financial Terms

- The quote shall be minimum valid for 90 days after submission date
- Payment 30 days after Invoice
- Payment by cash or bank payment, bank payment is preferred (for cash payment Medair will deduct 4% commission fee from the payable amount)
- Medair is obliged by the Government of Afghanistan to pay income tax on behalf of supplier if a single invoice exceeds 50 000 AFA or if the total amount spend with one supplier within one calendar year will extend 50 000 AFA.

For all Contractor who are registered, have a TIN and business license, Medair will submit on the Service Provider's behalf 2% tax to the Government.

For all Contractor who aren't registered and don't have a TIN and business license, Medair will submit on the Service Provider's behalf 7% tax to the Government.

How the TAX is calculated:

- a) Invoice amount 100% - 2% withholding tax = 98% payable to Contractor in case TIN and business license are available
- b) Invoice amount 100% - 7% withholding tax = 93% payable Contractor in case TIN and business license are not available

## 5. Submission Terms

- The Contractor shall submit the quotation in the way described on the offer form.
- The Contractor must sign and stamp on each page of each project document including drawings and any accompanying document.
- Any quotation after the deadline will be not considered.
- Only complete quotations will be considered.



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- Use the Medair Request of Quotation or Offer Form

## 6. Personal Data Notice:

Medair is required by our donors to collect certain categories of personal data of key individuals from prospective vendors and partners. Some of this data will be shared with the United States Agency for International Development (USAID) for the purpose of screening individuals and entities to help ensure that USAID funds do not inadvertently provide support to individuals or entities associated with terrorism. Providing the requested data is voluntary, but failure to provide certain information may restrict Medair’s ability to enter into a commercial or partnership agreement with you. Medair promises only to collect and share the minimum amount of data required by USAID that permits us to work with you. We pledge to protect the confidentiality of your data by limiting access to it, utilizing industry standard security controls and deleting it when it is no longer needed. Once Medair collects your data, you may possess the right under certain circumstances to be informed on the use of your data, access your data, correct inaccurate data, request your data be deleted and object to the processing of your data. Please note that exercising these rights may also restrict Medair’s ability to enter into a commercial or partnership agreement with you.

## 7. Queries

- For any query send an email to [procurement-afg@medair.org](mailto:procurement-afg@medair.org)

## 8. Special terms & conditions (if different from above):

## 9. Documents to submit

- Signed and stamped Complete RFQ documents including Bill of Quantity
- Samples and/or a specification of the material/equipment shall be submitted with the quotation if applicable
- Detailed Work plan
- Signed and stamped terms and condition document
- Supplier Registration Form duly completed, signed and stamped
- Vetting Information Form if applicable
- Copy of Valid Business License for operation in Afghanistan
- Copy of national ID card/Tazkera of the Contractor/company owner/CEO
- Copy of national ID card/Tazkera of the company representative
- Company profile
- If you are not able to submit a required document, please explain why: \_\_\_\_\_

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