



**African Forum
for Agricultural
Advisory Services**
Knowledge & Novelty
for Africa's Livelihoods

AFAAS Secretariat
House No. 25, Kigobe Road,
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REVISED REQUEST FOR QUOTATION

Date: 13th April, 2020

Proc. Ref: [RFQ-AFAAS/IFAD-EU/SPLS/2020/003-B](#)

Subject: RFQ FOR SUPPLY OF COLOURED MULTIFUNCTIONAL PHOTOCOPIER

Dear Bidder,

- 1) The African Forum for Agricultural Advisory Services (AFAAS) has received grant funding from the European Union funded by International Fund for Agricultural Development (IFAD) under Grant Number: 2000002981 towards the implementation of the CAADP XP4 Organisations under the initiative "Development Smart Innovation through Research in Agriculture (DeSIRA)" Project. For the implementation of the project activities, AFAAS will conduct procurements for goods, consulting and non-consulting services, in accordance with the IFAD Procurement Handbook and IFAD Procurement Guidelines.
- 2) AFAAS, now invites reputable companies to submit bids for the items described in the Bid Form attached to this letter as Annex I.
- 3) When preparing your bid, please use the Bid Submission Form attached to this letter as Annex II and follow the instructions set out below and in the Terms and Conditions applicable to AFAAS contracts attached as Annex III. Please return your completed Bid Submission Form to the AFAAS together with the Certification Form Annex IV duly signed by the authorized representative of your company.
- 4) The conditions set out in the Terms and Conditions for the Procurement of Goods, as well as any other conditions contained in or enclosed with this letter, will become part of any contract concluded with the successful bidder. If your offer is accepted, you will receive a formal Purchase Order.

SUBMISSION OF YOUR OFFER:

- a) For this request, Bids may be submitted by delivery in person, electronically by email or courier. You must submit your offer strictly in compliance with the procedures described below.
- b) For it to be eligible for consideration, the AFAAS must receive your offer, signed by the authorised representative and stamped with the official seal of your company, on or before 02:00 PM (Kampala Time), Monday, 13 April 2020, at the following address:
 - AFAAS Reception Desk;
 - Kigobe Road; House No. 25; Minister's Village;
 - P.O BOX 34624 Kampala, Uganda
 - Telephone: +256-312313400.
 - Email: secretariat@afaas-africa.org;

- c) Bids received after the deadline specified above will not be considered. The AFAAS reserves the right to extend the deadline for the submission of Bids. In such an event, the AFAAS will inform all potential bidders in writing of the terms and duration of the extension.

Yours faithfully



Grace Paddy Wanzala MCIPS
Procurement Specialist

Attachments:

- 1) Detailed Requirement Annex I;
- 2) BID Submission Form Annex II
- 3) Terms and Conditions applicable to AFAAS contracts Annex III
- 4) Certification to be submitted by a Bidder Annex IV

Timetable:

Event	Date
Issue Date of this RFQ	Revised 13 th April, 2020
Deadline for Clarifications	20 th April, 2020
Last Day for Issue of Addenda	24 th April, 2020
RFQ Closing Date and Time:	11 th May, 2020 at 2:00 PM Local Time
Purchase Order Start Date (anticipated)	15 th May, 2020

Similarly, all references to the “Closing Date and Time” and “Contract Execution Date” are hereby amended to the dates outlined above.

REVISED REQUEST FOR QUOTATION (RFQ) FOR SUPPLY OF ONE COLOURED MULTIFUNCTIONAL PHOTOCOPIER

Procurement Ref. No. - [RFQ-AFAAS/IFAD-EU/SPLS/2020/003-B](#)

Last Date of Submission of Bids – **11th May, 2020 at 2.00 p.m.**

Please take note of the following requirements and conditions pertaining to the supply of the above mentioned good/s:

Requirements	The Requirement is for Supply of Coloured Multifunctional Photocopier for AFAAS Secretariat under the DeSIRA Project.
Preparation of Quotations	You are requested to quote for these items by completing, signing and returning: the Bid Submission Form (Annex 2); the documents confirming your eligibility, as listed below; <ul style="list-style-type: none"> <i>The standard forms in this RFQ may be retyped for completion but the Bidder is responsible for their accurate reproduction.</i>
Submission of Quotations	Quotations should be submitted to the address below by mail, fax or electronic mail, by the date and time of the deadline below.
Deadline for the Submission of Quotation	2.00 p.m. (E.A Time), 11 th May 2020
Address of Delivery Location	AFAAS Reception Desk Attention: Dr. Silim M. Nahdy Executive Director, AFAAS; Kigobe Road; House No. 25; Minister's Village; P.O BOX 34624 Kampala, Uganda; Telephone: +256-312313400. Email secretariat@afaas-africa.org ; copying pwanzala@afaas-africa.org ;
Purchase order start date:	Expected to start on 15 th May, 2020
Latest Expected Delivery date and Time (if delivery time exceeds this quote may be rejected)	45 days from issuance of Purchase Order (PO)
Delivery Schedule	<input checked="" type="checkbox"/> Required
Packing Requirements	Original Intact Packing by manufacturer
Currency of Quotation	Quotations may be priced in Uganda Shillings or any other freely convertible currency. The currency of evaluation will be Uganda shillings. Quotations in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Central Bank of Uganda on the date of the evaluation.
Value Added Tax on Price Quotation	<input checked="" type="checkbox"/> Must be inclusive of VAT The calculation of VAT must be shown separately
After-sales services required	<input checked="" type="checkbox"/> Warranty on Parts and Labour for minimum period of 3 Years;

All documentations, including catalogues, instructions and operating manuals, shall be in this language	<input checked="" type="checkbox"/> English
Eligible Countries	All countries are eligible, unless as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Goods from or any payments to, a particular country, person or entity.
Documents to be submitted (*Bidders must submit all the documents listed. Failure to do so shall results in disqualification)	<input checked="" type="checkbox"/> Duly accomplished BID Submission Form as provided in <u>Annex II</u> , and in accordance with the requirement detailed in <u>Annex I</u> ; <input checked="" type="checkbox"/> Copy of Certificate of incorporation/Registration Certificate; <input checked="" type="checkbox"/> Copy of Tax Clearance Certificate 2019; <input checked="" type="checkbox"/> Copy of latest Trading Licence; <input checked="" type="checkbox"/> Manufacturer's Authorization of the Company as an Authorised Distributor (if Supplier is not the Manufacturer); <input checked="" type="checkbox"/> Certification to be submitted by a bidder in an AFAAS Competitive Procedure as <u>Annex IV</u> ;
Technical Criteria	The Technical Specification detail the minimum specification of the Goods required. The Goods offered must meet the technical specifications in Annex 1.
Period of Validity of the Quotes starting on the Submission Date	<input checked="" type="checkbox"/> The quotation validity required is 60 days . In exceptional circumstances, AFAAS may request the Provider to extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposer shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted
Delivery terms	Prices should be quoted DDU (AFAAS Secretariat Ministers Village' Kigobe Road, House No. 26) according to Incoterms 2000.
Payment Terms	<input checked="" type="checkbox"/> 100% upon complete delivery of goods and acceptance by AFAAS. Payment shall be made within 30 days against submission of your Invoice and supporting documents following delivery of the Goods.
Liquidated Damages	Please note that Liquidated damages for delay caused by the Provider shall be 0.1% of the total price of the Contract per day of delay but not exceeding 10% of the total value of the contract
Evaluation Criteria <i>[check as many as applicable]</i>	<input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price. <input checked="" type="checkbox"/> <i>Comprehensiveness of after-sales services</i> <input checked="" type="checkbox"/> Full acceptance of the PO/Contract General Terms and Conditions <i>[this is a mandatory criteria and cannot be deleted regardless of the nature of services required]</i>
Best Evaluated Bid:	The best evaluated bid shall be the lowest priced quotation, which is eligible and technically compliant.
AFAAS will award to:	<input checked="" type="checkbox"/> One and only one Supplier

Type of Contract to be Signed	<input checked="" type="checkbox"/> AFAAS Purchase Order for Goods
Conditions for Release of Payment	<input checked="" type="checkbox"/> Passing Inspection & completing configurations; <input checked="" type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements
Annexes to this RFQ	<input checked="" type="checkbox"/> Detailed Requirements including Specifications of the Goods Required <u>Annex I;</u> <input checked="" type="checkbox"/> Form for Submission of Quotation <u>Annex II;</u> <input checked="" type="checkbox"/> Terms and Conditions applicable to AFAAS contracts <u>Annex III;</u> <input checked="" type="checkbox"/> Certification to be submitted by a bidder in an AFAAS Competitive Procedure as <u>Annex IV.</u> <i>Non-acceptance of the Terms and Conditions applicable to AFAAS contracts shall be grounds for disqualification from this procurement process.</i>
Contact Person for Inquiries (Written inquiries only)	<p>Grace Paddy Wanzala MCIPS Email: pwanzala@afaas-africa.org</p> <p>Any delay in AFAAS's response shall not be used as a reason for extending the deadline for submission, unless AFAAS determines that such 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 AFAAS requirements.
- The quotation that complies with all of 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 AFAAS. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on AFAAS's re-computation and correction of errors, its quotation will be rejected.
- After AFAAS has identified the lowest price offer, AFAAS 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 AFAAS's own estimated cost if sourced from its own freight forwarder and insurance provider.
- 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 AFAAS after it has received the quotation.
- At the time of award of Contract or Purchase Order, AFAAS reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
- Any Purchase 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 of AFAAS herein attached as Annex 3.
- AFAAS is not bound to accept any quotation, nor award a contract/Purchase 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.

- Please be advised that AFAAS's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can complain to the Executive Director of AFAAS on Email: msnahdy@afaas-africa.org;
- AFAAS encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to AFAAS 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.
- AFAAS implements a zero tolerance on fraud and other prescribed practices, and is committed to identifying and addressing all such acts and practices against AFAAS, as well as third parties involved in AFAAS activities. AFAAS expects its suppliers to adhere to the Ethical Code of Conduct in Business.

Thank you and we look forward to receiving your quotation.

Sincerely yours,



Grace Paddy Wanzala MCIPS
Procurement Specialist AFAAS
13th April, 2020

ANNEX I

Detailed Requirement of Goods TECHNICAL SPECIFICATIONS

Procurement Reference: [RFQ-AFAAS/IFAD-EU/SPLS/2020/003-B](#)

1. SUPPLY OF COLOUR MULTIFUNCTIONAL PHOTOCOPIER

#	Technical Specification Required	Technical Specifications offered
a	b	C
	BASIC SPECIFICATIONS	
1.	Type: Free standing Printer (Print, Fax, Copy and Scan Combined)	
2.	Configuration: Color Multifunctional System – Print/Scan/Copy/Optional Fax	
3.	Maximum Original Size: A3	
4.	Copy Sizes: <ul style="list-style-type: none"> • Cassette: 305 x 457mm, A3, A4, A4R, A5R • Stack Bypass: Envelopes 99 x 140mm to 320 x 457mm; A3, A4 	
5.	Resolution <ul style="list-style-type: none"> • Reading: 600dpi x 600dpi • Copying: 600dpi x 600dpi • Printing: up to 1200dpi x 1200dpi 	
6.	Copy/Print Speed: Colour and Black A4: 30-35 ppm; A3: 15-20 ppm	

#	Technical Specification Required	Technical Specifications offered
a	b	C
7.	Enlargement/ Reduction: <ul style="list-style-type: none"> Zoom: 25% to 400% in 1% Step or better 	
8.	First copy time: Black-and-White/Full Colour: 6 to 10 seconds respectively or lower	
9.	Warm-Up Time: 30 seconds or Less (Power On)	
10.	Multiple Copies/Prints: 1 to 999 sheets/Auto Reset to 1	
11.	Duplexing: Standard automatic stackless	
12.	Toner Capacity: 25,000-30,000 copies approximately	
13.	Paper weight: <ul style="list-style-type: none"> Cassette: 75 to 160g/m² Stack Bypass: 75 to 220g/m² Duplex: 75 to 100g/m² 	
14.	Paper Capacity: <ul style="list-style-type: none"> Cassettes: 500-550 sheets x 2 cassettes (80g/m²) Stack Bypass: 100-150 sheets (A4, A5; 80g/m²), 50-100 sheets (A3; 80g/m²) Total capacity: 1,000-4,900 sheets. 	
15.	Processor speed: 533MHz+400MHz or better	
16.	Capacity: <ul style="list-style-type: none"> Reversing Automatic Document Processor/100-150 Sheets Dual Scan Document Processor/150-175 Sheets 	
17.	Memory: 1.5GB RAM Standard or better	
18.	Hard Disk Drive: 80Gb or better	
19.	Interface: <ul style="list-style-type: none"> Standard - Ethernet, Wireless LAN, High Speed USB2.0 	
20.	Power Supply: 220-240V AC, 50/60Hz	
21.	Power Consumption: 1.5 kW maximum	
	SCAN SPECIFICATIONS	
22.	Scan Type: Color and Black & White Scanner	
23.	Scan Speed: A4 44 ipm @300 dpi (Colour/B&W) with DADF;	
24.	Scan Resolution: 100dpi, 150dpi, 600dpi, 400dpi, 300dpi, 200dpi, 200 x 100dpi, 200 x 400dpi	
25.	File Formats: TIFF (MMR compression), PDF (MMR compression), PDF (high compression), OpenXPS, XPS, JPEG	

#	Technical Specification Required	Technical Specifications offered
a	b	C
26.	Scanning Functions: Scan to Folder (SMB), Scan to Email, Internet FAX (SMTP), Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan, WebDAV	
	ACCESSORIES SPARES & MAINTENANCE	
27.	Stabilizer: One stabilizer of required rating.	
28.	Accessories: · AC power cable, ·Min 5 m long network printer cable · Suitable Stand to be provided if the height of the machine is not enough to operate the machine	
29.	Spares: Availability of spare parts and after sales services for 10 years after the delivery of the machine.	
30	Maintenance Kit: It shall be provided by the Manufacturer/supplier - recommended Maintenance Kit for Copier/Printer/scanner	
31.	Warranty: 2 (Two) years after successful installation and demonstration of multifunctional photocopier machine.	

Annex II

BID SUBMISSION FORM

(This Form must be submitted only using the Supplier's Official Letterhead/Stationery)

We, the undersigned, hereby accept in full the Terms and Conditions applicable to AFAAS contracts, and hereby offer to supply the items listed below in conformity with the specification and requirements of AFAAS as per **Proc. Reference No: RFQ-AFAAS/IFAD-EU/SPLS/2020/003-B:**

TABLE 1: Offer to Supply Goods Compliant with Technical Specifications and Requirements

SL.	Description/Specification of Goods	Quantity	Unit of Measure	Unit Price (DDP)	Total Price per Item (DDP)
1.	Colour Digital Multifunction System (Photocopier, Network Printer & Network Scanner) (as per Technical Specification)	1	Pc		
		Subtotal Total Prices of Goods			
		VAT			
		Total Final and All-Inclusive Price Quotation			

TABLE 2: Offer to Comply with Other Conditions and Related Requirements

Other Information pertaining to our Quotation are as follows :	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time (As per RFQ)			
Warranty and After-Sales Requirements (As per RFQ)			
Validity of Quotation (As per RFQ)			
All Provisions of the Terms and Conditions applicable to AFAAS contracts			

“AFAAS Terms and Conditions for the Purchase of Goods”

[Name and Signature of the Supplier's Authorized Person] [Designation] [Date]

ANNEX III

TERMS AND CONDITIONS APPLICABLE TO AFAAS CONTRACTS

1. THE PARTIES

1.1. **LEGAL STATUS OF THE PARTIES:** The African forum for Agricultural Advisory Services (AFAAS), represented by the Executive Director, and the Contractor (referred to individually as a “Party” and together as the “Parties”) have the following legal status:

- 1.1.1. The AFAAS has full juridical personality, including the ability to contract.
- 1.1.2. The Contractor is an independent contractor. Nothing contained in or relating to the Contract will be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent.

2. CONTRACT DOCUMENTS AND VALIDITY

2.1. NATURE OF THE CONTRACT:

- 2.1.1. The Contract constitutes the complete and exclusive agreement between the Parties. It supersedes all proposals, verbal or written arrangements or agreements, and any other communications by one of the Parties or between the Parties relating to the Contract.
- 2.1.2. The Contract is composed of the following documents listed in their order of precedence:
 - 2.1.2.1. **Purchase Order/Contract Document**, including any specific conditions;
 - 2.1.2.2. Terms and Conditions applicable to AFAAS Contracts (**Annex 1**); and
 - 2.1.2.3. Any other document explicitly listed in the Purchase Order/Contract Document and attached to it (i.e., **Annex 2, 3**, etc).
- 2.1.3. Unless otherwise included in any of the documents listed in paragraph 2.1.2., the terms of business, conditions of contract, general reservations published or issued by the Contractor or written in any correspondence or documents emanating from the Contractor will not form part of the Contract.

2.2. VALIDITY: The Contract will expire upon fulfilment by the Parties of their respective obligations or otherwise in accordance with its provisions.

2.3. NON-EXCLUSIVITY: The AFAAS may purchase goods or equipment (referred together to as “Goods”), or contract for works or services (referred together to as “Services”) of the same or similar kind and quality described in the Contract from any other source at any time.

2.4. COMMUNICATIONS: Communications (e.g., notices, documents) will be addressed to:
African Forum for Agricultural Advisory Services (AFAAS)

Attention: Dr. Silim M. Nahdy

Executive Director;
Kigobe Road; House No. 25; Minister's Village;
P.O BOX 34624 Kampala, Uganda;
Telephone: +256-312313400.
Email msnahdy@afaas-africa.org copy secretariat@afaas-africa.org;

3. PRICE AND PAYMENT

3.1. PRICE AND CURRENCY: The price and currency specified in the Contractor's offer are firm and not subject to revision. The AFAAS's financial liability under the Contract is restricted to the price and currency indicated in the Purchase Order/Contract Document.

3.2. PAYMENT: Upon receipt of the Contractor's written invoice and any related supporting documentation, the AFAAS will effect payment, normally within thirty (30) days, by bank transfer (the AFAAS will not pay through letters of credit or bank draft). The written invoice will be sent to the addressee specified in the Purchase Order/Contract Document and will contain the:

3.2.1. number of the Purchase Order/Contract Document that it relates to;

3.2.2. invoiced amount (without the rounding of currency decimals and inclusive of VAT, duties or charges); and

3.2.3. date of the delivery of Goods or the completion of Services.

In no event will complete or partial payment by the AFAAS, in and of itself, constitute acceptance of the Goods or Services.

4. PERFORMANCE

4.1. PACKAGING: Where packaging is required, the following terms (including in any INCOTERM or similar trade term) apply:

4.1.1. The Contractor will package and mark all Goods for shipment and delivery in accordance with the highest standards of commercial packaging for the type and quantity of the Goods and the modes of transport used and the packaging will comply with any requirements imposed by applicable laws and standards. In addition, the Contractor will ensure that:

4.1.1.1. packaging will be sufficient to withstand local conditions, including rough handling, exposure to extreme climate conditions, dusty environments, salt and precipitation, and open storage for up to several months after arrival at the Consignee's destination specified in the Purchase Order/Contract Document;

4.1.1.2. packing container sizes and weights will be determined by reference to the conditions prevailing at the final destination, including where relevant, the absence of mechanical equipment for loading and offloading;

4.1.1.3. dangerous or combustible Goods will be packed separately, in accordance with the highest safety standards of commercial packaging, and marked as containing dangerous or combustible Goods; and

4.1.1.4. no markings on the outside of the packaging indicate the contents of the box. Boxes in shipments consisting of multiple boxes will be numbered and will identify the total number of boxes in the shipment (i.e., box 1 of 5, 2 of 5, etc.). A packing slip will be placed inside each box with all details of its contents. Packing lists will state complete shipping marks, number of boxes, contents, gross and net weights in Kilograms of each box, measurements and volume in cubic meters.

4.1.2. The Contractor will have no right to the return of packing materials.

4.1.3. Any costs relating to or arising from packaging or marking deficiencies or deviations from the Contract will be borne by the Contractor.

4.2. SHIPMENT, TRANSPORT AND DELIVERY: Where shipment, transport and delivery are required, the following terms (including in any INCOTERM or similar trade term) apply:

4.2.1. The Contractor is solely responsible for making all shipment, transport and delivery arrangements necessary for the performance of the Contractor's obligations under the Contract, including obtaining any permits, licenses, certifications, registrations, approvals or authorizations necessary for the shipment, transportation and delivery, including, as applicable, the importation and exportation of Goods.

4.2.2. All costs associated with any shipment, transport and delivery, including all freight and insurance costs, and all costs relating to obtaining any permits, licenses, certifications, registrations, approvals or authorizations will be borne by the Contractor.

4.2.3. The Contractor will insure the Goods against all risks, including war, strike and riot, until delivery at the final destination. The value of the Goods will be calculated on the basis of cost and freight plus ten (10) per cent. A duplicate of the insurance certificate will be sent to the AFAAS and the original to the Consignee.

4.2.4. The Contractor will ensure that the Consignee receives all necessary transport documents in a timely manner, so as to enable the Consignee to take delivery in accordance with the requirements of the Contract. A duplicate of all necessary transport documents will be sent to the AFAAS in advance of the transport and delivery.

4.2.5. Partial shipment and the combining of Goods supplied against different Purchase Orders to the same Consignee are not allowed, except with the prior written authorization of the AFAAS.

4.3. INSPECTION, ACCEPTANCE AND REJECTION: Where inspection and acceptance or rejection are required, the

following terms apply:

- 4.3.1. Delivery will not be deemed, in and of itself, as constituting acceptance by the AFAAS.
- 4.3.2. Neither delivery into the physical custody of the Consignee nor complete or partial payment by the AFAAS or the Consignee constitute acceptance. The Consignee will have sixty (60) days after physical delivery into its custody has been completed in accordance with the Contract, to inspect and accept or reject the Goods for defects or other failures to meet the Contract's requirements. After sixty (60) days the Goods will be deemed to have been accepted by the Consignee.
- 4.3.3. The Consignee's inspection of the Goods, failure to inspect and accept or reject the Goods, and acceptance or rejection of the Goods will not relieve the Contractor from its responsibility, nor impose liability on the Consignee or the AFAAS, for defects or nonconforming Goods. In addition to all other remedies available under the Contract, the Consignee or the AFAAS may reject all Goods that do not conform to the terms and conditions of the Contract.
- 4.3.4. Goods in the possession of the Consignee or the AFAAS that have been rejected by the Consignee or the AFAAS will be removed at the Contractor's expense within such period as the Consignee or the AFAAS may specify in its notice of rejection. Upon such notice to the Contractor, the Goods or any part thereof will be held at the Contractor's risk and expense including, if necessary, the cost of transfer to and storage at a commercial or bonded warehouse, and no liability will attach to the Consignee or the AFAAS for any loss or damage thereto. The payment of any customs duties which may be required on rejected Goods that were imported duty free is the Contractor's responsibility. Should the Contractor fail to remove the Goods as required by the notice of rejection, the Consignee or the AFAAS may dispose of the rejected Goods in such manner as the Consignee or the AFAAS deem appropriate, without any liability owed to the Contractor whatsoever.
- 4.4. TITLE:** Title to the Goods will not pass to the AFAAS until the Consignee has accepted the Goods. Accordingly, the Contractor assumes all liabilities associated with appropriation, confiscation, delay, damage (regardless of cause), destruction, loss or theft of the Goods until title to the Goods has passed to the AFAAS.
- 4.5. ITEMS FURNISHED BY THE CONTRACTOR:** The Contractor is solely responsible for the arrangement, provision and operation of all equipment, supplies, related support services and personnel (including any related costs so incurred) necessary for the performance of the Contractor's obligations under the Contract.
- 4.6. ITEMS FURNISHED BY THE AFAAS TO THE CONTRACTOR:** Where Goods are funded or provided by the AFAAS to the Contractor to support the performance of the Contractor's obligations under the Contract, the following terms apply:
- 4.6.1. The Contractor acknowledges and agrees that the AFAAS hereby disclaims any and all warranties regarding the functionality or installation of such Goods. The Contractor is solely responsible for the installation (including any personnel, tools, materials or other Goods necessary for installation), maintenance and functioning of all the Goods funded or provided by the AFAAS under the Contract.
- 4.6.2. The Contractor will promptly report to the AFAAS each loss, damage or theft of such Goods.
- 4.6.3. Title to the Goods that may be funded or provided by the AFAAS to the Contractor will be retained by the AFAAS. The Contractor will not cause or permit any lien, claim or other encumbrance to be attached to any or all such Goods, or to any other item that is the subject matter of the Contract.
- 4.6.4. Upon the termination or expiration of the Contract, all such Goods will be returned to the AFAAS in the same condition as when delivered to the Contractor, excluding normal wear and tear. The return of such Goods, or other disposal as the AFAAS may direct, will be at the Contractor's expense. Upon termination or expiration of the Contract, the Contractor will take all reasonable measures to avoid any loss of or deterioration to such Goods. The Contractor will compensate the AFAAS for actual costs of any loss of, damage to or deterioration of such Goods that is beyond normal wear and tear.
- 4.7. INSTALLATION, MAINTENANCE AND TRAINING:** Where installation, maintenance (ongoing or as specified in the Purchase Order/Contract Document) or training is required, the following terms shall apply:
- 4.7.1. The Contractor, in a timely manner, will arrange for and provide all equipment, supplies, related support services and personnel necessary to complete the installation, maintenance or training.
- 4.7.2. All costs related to the installation, maintenance or training will be borne by the Contractor.
- 4.7.3. The AFAAS and the Consignee will be permitted to monitor the installation or maintenance work, as well as to oversee the training.
- 4.7.4. In addition, where training is required the Contractor will train any persons identified by AFAAS or the Consignee in the installation, operation, maintenance, etc. of the Goods or Services described in the Contract.
- 4.8. ACCESS:** If some or all of the contractual obligations will be performed on AFAAS premises, the AFAAS will facilitate access to its premises in line with requirements for such performance. The Contractor will comply with AFAAS security requirements and any other relevant AFAAS rules, regulations and guidelines while on AFAAS premises, as well as with the instructions given by designated AFAAS officials.
- 4.9. RESPONSIBILITY FOR PERSONNEL:**
- 4.9.1. The employees, officials, representatives, staff or subcontractors (**Personnel**) of either of the Parties will not be considered in any respect as being the employees or agents of the other Party.
- 4.9.2. Each Party is solely responsible for the professional and technical competence of its respective Personnel, which will permit that Party to effectively perform its obligations under the Contract.
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- 4.9.3. Without prejudice to any other right or remedy available under the Contract, the AFAAS reserves the right to request at any time, in writing, the withdrawal or replacement of any of the Contractor's Personnel and such request will not be unreasonably refused by the Contractor.
- 4.9.4. Each Party is solely responsible for all claims arising out of or relating to the engagement of its respective Personnel.
- 4.9.5. All expenditures related to the assignment of the Contractor's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the Contractor. All expenditures related to the assignment of the AFAAS's Personnel, including allowances, insurance, cost of travel arrangements and local transport will be borne by the AFAAS.

4.10. INSURANCE:

- 4.10.1. The Contractor, for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, will insure its Personnel against the consequences of the following risks:
 - 4.10.1.1. illness, injury and death; and
 - 4.10.1.2. incapacity to work due to accident and sickness either during normal working hours or outside working hours.
- 4.10.2. Time lost as a result of the occurrence of the risks identified in subparagraphs **4.10.1.1** or **4.10.1.2** will not be chargeable to the AFAAS.
- 4.10.3. The Contractor for the duration of the Contract, any extension thereof or any period following any termination of the Contract and reasonably adequate to deal with losses, warrants that it is insured with a coverage for a sufficient amount for the use of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor, as well as that it carries comprehensive civil liability insurance with regard to third-parties, including the AFAAS and its Personnel, in respect of physical injury, damage to property or theft, as well as the direct or indirect effects thereof, including the unavailability of premises and loss of production.
- 4.10.4. Where required by the AFAAS and as specified in the Purchase Order/Contract Document (except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by the AFAAS), the Contractor's insurance policies will:
 - 4.10.4.1. name the AFAAS as an additional insured under the liability policy/policies, including, if required, as a separate endorsement under the Contractor's policy/policies;
 - 4.10.4.2. include a waiver of subrogation of the Contractor's insurance carrier's rights against the AFAAS; and
 - 4.10.4.3. provide that the AFAAS will receive written notice from the Contractor's insurance carrier not less than thirty (**30**) days prior to any cancellation or material change of coverage.
- 4.10.5. The Contractor will take out any other insurance required by the AFAAS and as specified in the Purchase Order/Contract Document.
- 4.10.6. Upon written request by the AFAAS, the Contractor will provide the AFAAS with a copy of the general and specific conditions of the insurance policy/policies required under the Contract.

4.11. INDEMNIFICATION:

- 4.11.1. The Contractor is solely responsible for any claim or damage resulting from the negligence, acts, or omissions of its Personnel.
- 4.11.2. The Contractor will indemnify and hold the AFAAS harmless from and against any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the AFAAS, its Personnel or third-parties which may result from the performance of the Contractor's obligations under the Contract or the Contractor's acts or omissions or those of the Contractor's Personnel.
- 4.11.3. The Contractor will immediately notify the AFAAS upon becoming aware of any direct or indirect responsibilities, complaints, claims (including intellectual property rights infringement), suits, judgments, damages and losses, including costs, fees and related expenses, in respect of any physical injury, damage to property, theft, or economic or other prejudice suffered by the AFAAS or which could adversely affect the AFAAS.

5. ASSIGNMENT AND SUBCONTRACTING

- 5.1. ASSIGNMENT:** The Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the AFAAS. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, will not be binding on the AFAAS.
- 5.2. SUBCONTRACTING:** In the event that the Contractor requires the services of any subcontractor, the Contractor will obtain the prior written authorization to subcontract and the approval of the AFAAS of the subcontractor selected. The authorization and approval by the AFAAS of such a subcontractor does not relieve the Contractor of any of its obligations under the Contract and the Contractor is solely responsible for the Goods and Services provided by a subcontractor in the framework of the Contract, including their quality. The Contractor, to the same extent as for its own Personnel, will be liable for a subcontractor and its Personnel who are performing any part of the Contractor's

obligations under the Contract. The terms of any subcontract will be subject to and be in conformity with the provisions of the Contract. Except with the prior written authorization to subcontract and the approval of the AFAAS of the subcontractor selected, the Contractor will ensure that its subcontractor(s) do not subcontract, assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract. The provisions of this paragraph apply to any subcontractor who, in turn, requires the services of a subcontractor.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

6.1. PROPRIETARY ITEMS AND INTELLECTUAL PROPERTY RIGHTS:

- 6.1.1. All documents (including drawings, estimates, manuscripts, maps, plans, records, reports, recommendations) and other proprietary items (including data, devices, gauges, jigs, mosaics, parts, patterns, photographs, samples, and software) (jointly referred to as **Proprietary Items**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the AFAAS to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.2. All intellectual property rights and all other proprietary rights (including copyrights, patents, trademarks, source codes, products, processes, inventions, ideas, know-how) with regard to any materials (jointly referred to as **Intellectual Property**), either developed by the Contractor or its Personnel in connection with the Contract or furnished to the Contractor by or on behalf of the AFAAS to support the performance of the Contractor's obligations under the Contract, are the exclusive property of the International Labour Organization; and, will be used by the Contractor and its Personnel solely for the purposes of the Contract.
- 6.1.3. During the course of development, Proprietary Items and Intellectual Property developed or utilized by or furnished to the Contractor will be made available for use and inspection by the AFAAS, upon request at reasonable times and in reasonable places.
- 6.1.4. Such Proprietary Items and Intellectual Property will be delivered only to AFAAS authorized officials on completion of the Contract.
- 6.1.5. The Contractor will disclose, throughout its performance, to the AFAAS's authorized officials full particulars of all source codes, products, processes, inventions, ideas, know-how, documents and any other materials developed or conceived by the Contractor, alone or jointly, in connection with the Contract.
- 6.1.6. At the request of the AFAAS, the Contractor will take all necessary steps to execute all necessary documents and generally assist the AFAAS in securing intellectual property rights and all other proprietary rights in compliance with the requirements of applicable law.
- 6.1.7. To the extent that any Intellectual Property due to the AFAAS under paragraph 6.1.2 includes any intellectual property:
- 6.1.7.1. of the Contractor that: (i) pre-existed the performance by the Contractor of its obligations under the Contract; or (ii) it may develop or acquire, or that may have been developed or acquired, independently of the performance of the Contractor's obligations under the Contract; or
- 6.1.7.2. of a third-party;
- the Contractor grants to the International Labour Organization a perpetual, royalty-free license to make unrestricted use of such intellectual property. The International Labour Organization will not claim any ownership interest in the intellectual property described in subparagraphs 6.1.7.1 or 6.1.7.2.
- 6.1.8. The Contractor undertakes to obtain, at its own expense, permission to use any third-party protected rights that are necessary for the performance of the Contract and, if requested, provide the AFAAS with evidence of such permission.
- 6.1.9. In the event that any Proprietary Items or Intellectual Property provided to the AFAAS by the Contractor are for some reason enjoined or found to infringe any rights of a third-party, or in the event of a settlement, are enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, will promptly:
- 6.1.9.1. procure for the AFAAS the unrestricted right to continue using such Proprietary Items and Intellectual Property provided to the AFAAS;
- 6.1.9.2. replace or modify the Proprietary Items and Intellectual Property provided to the AFAAS, or part thereof, with the equivalent or better Proprietary Items and Intellectual Property, or part thereof, that are non-infringing; or,
- 6.1.9.3. refund to the AFAAS the full price paid by the AFAAS for the right to have or use such Proprietary Items and Intellectual Property or part thereof.

6.2. CONFIDENTIAL NATURE OF AND RESPONSIBILITY FOR PROPRIETARY ITEMS, INTELLECTUAL PROPERTY AND OTHER INFORMATION:

- 6.2.1. Unless otherwise made public with the authorization of the AFAAS, Proprietary Items, Intellectual Property and other information, irrespective of what form they are, developed, collected, known, marked or received by the Contractor, will be treated by the Contractor as confidential and be used only for the purposes of the Contract.
- 6.2.2. The Contractor will not communicate at any time to any other person, government or entity external to the AFAAS, any Proprietary Items, Intellectual Property or other information known by reason of its association with the AFAAS, which has not been made public, except with the authorization of the AFAAS; nor will the Contractor at any time use such information for private advantage or in any manner prejudicial to or incompatible with the interests of the AFAAS. Where the Contractor is required by law to disclose such Proprietary Items, Intellectual Property or other

information, it will give the AFAAS sufficient prior notice of the request to disclose in order to allow the AFAAS to have a reasonable opportunity to take protective measures or such other action as may be appropriate.

6.2.3. The Contractor will be responsible for such Proprietary Items, Intellectual Property and other information. In case of loss of or damage to any Proprietary Items, Intellectual Property or other information the Contractor may be required to:

6.2.3.1. replace or repair the lost or damaged Proprietary Items, Intellectual Property or other information; or

6.2.3.2. provide compensation to the AFAAS for the cost of replacing or repairing the lost or damaged Proprietary Items, Intellectual Property or other information.

6.3. PUBLICITY AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL:

6.3.1. The Contractor may neither disclose the terms and conditions of the Contract nor advertise or otherwise make public the fact that it is a Contractor to the AFAAS.

6.3.2. The Contractor may not use or reproduce the name, emblem or the official seal of the International Labour Organization or of the International Labour Office, including their abbreviations, in connection with the Contractor's business or otherwise.

6.3.3. In reporting its procurement activities, the AFAAS may publish (e.g., on the internet) the Contractor's name and amount of the Contract.

7. ETHICAL CONDUCT

7.1. LABOUR CLAUSES: The Contractor undertakes to respect, at all times and in all circumstances relevant to the performance of the Contract and in relation to all its Personnel, and to ensure that its subcontractors respect:

7.1.1. The following principles concerning international labour standards of the International Labour Organization:

7.1.1.1. the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as the protection of those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively;

7.1.1.2. the prohibition of forced or compulsory labour in all its forms;

7.1.1.3. equal remuneration for men and women for work of equal value;

7.1.1.4. equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of the Contract takes place;

7.1.1.5. the prohibition of the employment of children below fourteen (14) years of age or, if higher than fourteen (14), the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of the Contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher;

7.1.1.6. the prohibition of the employment of persons under the age of eighteen (18) for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons;

7.1.1.7. the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. The Contractor shall keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and the workers concerned must be informed of such deductions at the time of each payment.

7.1.1.8. the provision of wages, hours of work and other conditions of work not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or, (iii) applicable laws or regulations, whichever Bids the best working conditions), for work of the same character performed in the trade or industry concerned in the area where work is carried out;

7.1.1.9. the need to ensure, so far as is reasonably practicable, that the workplaces, machinery, equipment and processes under their control are safe and without risk to health, and that the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and provide, where necessary, adequate protective clothing and protective equipment to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health; and

7.1.2. All applicable laws or regulations concerning terms of employment and conditions of work, any collective agreements to which it is party, or any other related measure with which it must comply.

7.2. PERSONNEL NOT TO BENEFIT:

7.2.1. The AFAAS requires bidders and contractors to observe the highest ethical standards during the procurement process and the execution of contracts. In order to ensure the respect of these obligations, the AFAAS provides the following definitions:

7.2.1.1. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

- 7.2.1.2. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
 - 7.2.1.3. "conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;
 - 7.2.1.4. "collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
 - 7.2.1.5. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- 7.2.2. The Contractor will not (and will ensure that its Personnel do not) place itself in a position that may, or does, give rise to a conflict between its interests and the AFAAS's interests during the procurement process or the execution of the Contract.
- 7.2.3. If during any stage of the procurement process a conflict of interest arose or during contract execution a conflict of interest arises, or appears likely to arise, the Contractor will immediately notify the AFAAS in writing, setting out all relevant details, including any situation in which the interests of the Contractor conflict with the interests of the AFAAS, or in any situation in which any AFAAS official, employee or person under contract with the AFAAS may have, or appears to have, an interest of any kind in the Contractor's business or any kind of economic or personal ties with the Contractor. The Contractor will take such steps as the AFAAS may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of the AFAAS.
- 7.2.4. Without prejudice to any other right or remedy available under the Contract, the AFAAS reserves the right to disqualify the Contractor for a specified or indefinite period from participating in the procurement process of the AFAAS or contracting with the AFAAS, if it is shown that the Contractor has, directly or indirectly, employed fraudulent, corrupt, collusive or coercive practices or failed to disclose a conflict of interest.

8. FULL DISCLOSURE

- 8.1. **FULL DISCLOSURE:** The Contractor warrants that it has made and will make full and proper disclosure to the AFAAS of all relevant information relating to its business activities, financial condition and ownership, prior to entering into this Contract and for its duration, including that it is not identified on or associated with any individual, groups, undertakings and entities identified on the list established by the United Nations Security Council Resolution 1267 (**1267 Consolidated List**); and that it is not, nor has been, subject to any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank.

9. DELAY, FORCE MAJEURE AND LIQUIDATED DAMAGES

9.1. DELAY:

- 9.1.1. Should the Contractor encounter conditions that do not constitute *Force majeure* and which impede or are likely to impede timely performance of the Contract (**Delay**), the Contractor will immediately notify the AFAAS in writing with full particulars of the Delay, including its likely duration, and its cause. At the AFAAS's request, the Contractor and the AFAAS will consult as soon as practicable after receipt of such notice, to evaluate any available means of mitigation or appropriate remedies provided under the Contract.
- 9.1.2. In addition to any other right or remedy available under the Contract, upon receiving notice of Contractor's Delay (or likely Delay) in performance, the AFAAS will have the right to:
 - 9.1.2.1. suspend the Contract, in whole or in part, and notify the Contractor not to proceed further with its performance which has been subject to (or will be subject to) Delay;
 - 9.1.2.2. withhold and/or deduct payment to the Contractor for the portion of the Contract subject to Delay; and
 - 9.1.2.3. procure all or part of the Goods or Services which the Contractor fails to provide in a timely manner.
- 9.1.3. Without prejudice to any other right or remedy available under the Contract, the Contractor will be liable for any increase in the price payable by the AFAAS resulting from the procurement of the Goods or Services from other sources and the AFAAS may apply such additional costs incurred, by deduction or otherwise, against future amounts owed by the AFAAS to the Contractor.
- 9.1.4. Upon receipt of notice of any decision by the AFAAS to suspend the Contract under subparagraph 9.1.2.1 and with respect to the suspended portion of the Contract, the Contractor will take immediate steps to reduce expenses to a minimum and will not undertake any further obligations; provided, however, that the AFAAS and the Contractor will continue performance of the Contract to the extent that it is not suspended or cancelled.

9.2. FORCE MAJEURE:

- 9.2.1. Neither Party will be liable to the other Party for failure to perform its respective obligations, if such failure is as a result of an unforeseeable and irresistible event, act of nature (including fire, flood, earthquake, storm, hurricane, epidemic or other natural disaster), any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, (**Force Majeure**) provided that such acts arise from causes beyond the control and without the fault or negligence of the invoking Party.
- 9.2.2. The defaulting Party will notify, as soon as possible after the occurrence of the *Force Majeure* event, the other Party in writing with full particulars of the *Force Majeure* event, including its likely duration, the estimated

expenditures that will likely be incurred for the duration of the *Force Majeure* event, and any other conditions which threaten to interfere with the defaulting Party's performance of the Contract.

9.2.3. Without prejudice to any other right or remedy available under the Contract, if either Party is rendered unable, in whole or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the Contract and where the *Force Majeure* event exists beyond sixty (60) days then that Party will have the right to suspend or terminate the Contract with a period of written notice of seven (7) days.

9.3. NOTICE OF DELAY AND FORCE MAJEURE: If notice is not received by a Party in accordance with paragraphs 9.1.1 or 9.2.2, the Party who fails to notify of the Delay or *Force Majeure* event will be liable for damages resulting from such non-receipt, except where the Delay or *Force Majeure* event also prevents transmission of the notice.

9.4. LIQUIDATED DAMAGES: Without prejudice to any other right or remedy available under the Contract, the Parties agree that if the Contractor breaches the Contract, including a Delay in performance of the Contractor's obligations under the Contract, it will be impractical or difficult to quantify the damages suffered by the AFAAS. The Parties, therefore, agree that in the event of such a breach by the Contractor, the Contractor will pay to the AFAAS, as liquidated damages, a sum equal to three-tenths of one (0.3) per cent of the Contract price for each day of delay until actual delivery or performance, up to a maximum of ten (10) per cent of the Contract price. Each Party acknowledges and agrees that the liquidated damages amount specified herein are intended to reasonably compensate the AFAAS and not intended to punish the Contractor. Without prejudice to any other right or remedy available under the Contract, the AFAAS reserves the right to recover such liquidated damages by deduction or otherwise, against future amounts owed by the AFAAS to the Contractor.

10. TERMINATION

10.1. TERMINATION BY THE AFAAS:

10.1.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the AFAAS may terminate the Contract immediately by written notice in the event that the Contractor:

10.1.1.1. is found to have made any material or fraudulent misrepresentation in the making of or performance of the Contract regardless of when the misrepresentation is discovered;

10.1.1.2. becomes bankrupt, otherwise insolvent, or the AFAAS reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract;

10.1.1.3. fails to perform contractual obligations or to satisfy any guarantees or warranties it has made under the Contract and does not rectify such failure within sixty (60) days following receipt of a written notice by the AFAAS;

10.1.1.4. is declared undesirable by the government where the Contractor is to perform any of its obligations under the Contract;

10.1.1.5. is the subject of any sanction or temporary suspension imposed by any organization within the United Nations System including the World Bank; or

10.1.1.6. the AFAAS's activities are curtailed or terminated.

10.1.2. Upon receipt of notice of termination by the AFAAS, the Contractor will take immediate steps to stop production or delivery of any Goods or bring any work or services to a close in a prompt and orderly manner, will reduce expenses to a minimum and will not undertake any further obligations from the date of receipt of notice of termination.

10.1.3. If the Contract should be terminated by the AFAAS, the AFAAS will make all payments which may be due up to the effective date of termination for any Goods or Services satisfactorily delivered or performed and accepted by the AFAAS.

10.2. TERMINATION BY THE CONTRACTOR:

10.2.1. Without prejudice to any other right or remedy available under the Contract and without the authorisation of a court or any other authorisation, the Contractor may terminate the Contract immediately by written notice in the event that the AFAAS:

10.2.1.1. fails to make payments which are due under the Contract and the AFAAS does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default; or

10.2.1.2. fails in its contractual obligations so as to make it unreasonable for the Contractor to proceed with the performance of its obligations under the Contract and the AFAAS does not rectify such failure within a period of sixty (60) days after receipt of the Contractor's written notice of default.

11. WARRANTY

11.1. WARRANTY OF GOODS:

11.1.1. In addition to conforming to the specifications contained in the Contract with respect to their quantity, quality, description and full compatibility with conditions prevailing in the final place of destination, the Contractor warrants that the Goods:

11.1.1.1. will be new and unused, free from defects, and will conform to their respective product specifications which

are incorporated by this reference in the Contract;

- 11.1.1.2. are fit for the purposes for which such Goods are ordinarily used and for purposes made expressly known in writing in the Contract;
 - 11.1.1.3. are free from any right or claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights. The Contractor will indemnify, defend and hold harmless the AFAAS from any actions or claims brought against the AFAAS pertaining to the alleged infringement of any such third-party rights;
 - 11.1.1.4. are securely contained, packaged and marked, taking into account the modes of transport, in a manner so as to protect the Goods during delivery to their final destination; and
 - 11.1.1.5. conform with all applicable technical, safety, health and environment protection standards or recommendations, including those relating to AFAAS conventions on safety and health.
- 11.1.2. Where the Contractor is not the original manufacturer of the Goods, the Contractor will provide the AFAAS with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract.
- 11.1.3. With the exception of subparagraph **11.1.1.4**, all warranties set forth in paragraph **11.1** will remain fully valid following the delivery of the Goods at the final destination for a period of not less than one (1) year.
- 11.1.4. During the period in which the Contractor's warranties are in effect, upon notice by the AFAAS that the Goods do not conform to the terms or requirements of the Contract or other breach of the warranties set forth in paragraphs **11.1.1** and **11.1.2**, the Contractor will immediately undertake, at its sole expense, best efforts to cure such defects and non-conformities in the delivered Goods, or other breach of the warranties. If the Contractor is unable to correct such defects and nonconformities promptly, but in no case longer than fifteen (15) days, the Contractor will immediately replace the defective Goods with Goods of the same or better quality; or, at its own cost, remove the defective Goods and fully reimburse the AFAAS for the price paid for the defective Goods.
- 11.1.5. Without prejudice to any other right or remedy available under the Contract, in the event that the Contractor fails to meet its obligations under paragraph **11.1.4**, the AFAAS has the right to independently replace or repair the Goods and the Contractor will be obligated to reimburse the AFAAS for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the AFAAS to the Contractor.

11.2. WARRANTY OF SERVICES:

- 11.2.1. The Contractor warrants that any Services provided in accordance with the Contract will meet the specifications, timeframes and related requirements set forth in the Contract. All materials and workmanship utilized in performing the Services under the Contract will be of the respective kind(s) described in the Contract and free from defects. Materials not conforming to the specifications in the Contract will not be used in performance of the Services without prior written approval of the AFAAS.
- 11.2.2. If the Services do not meet the requirements referred to above, the Contractor will, at its sole expense, either by repair or replacement, correct, promptly modify or change any faulty workmanship materials, parts and equipment supplied by it to the extent necessary to satisfy the above warranty.
- 11.2.3. If any defect or failure in the Services cannot be rectified by remedial measures within the period agreed by the AFAAS and the Contractor, the Contractor will be considered to be in default and in addition to exercising any suspension or termination rights set forth in the Contract, the AFAAS has the right to independently replace or repair the Services and the Contractor will be obligated to reimburse the AFAAS for all the additional costs so incurred, including by deduction or otherwise, against future amounts owed by the AFAAS to the Contractor.

12. MISCELLANEOUS

- 12.1. CHANGE ORDERS:** The AFAAS may, by written notification, increase or decrease the number of items or the scope of Services of the Contract provided the stage reached in the performance of the Contract so allows. If any such changes increase or decrease the cost of and/or the time required for the performance of any part of the Contract, an equitable adjustment will be made in the Contract's price or time schedule, or both, and the Contract will accordingly be amended. Any request for consultation or claim for adjustment under this paragraph will be asserted by the Contractor within thirty (30) working days from the date of receipt of AFAAS's change order.
- 12.2. AMENDMENTS:** The Parties may by mutual agreement amend the Contract. Amendments will be effective only if in writing and when executed and delivered on behalf of the AFAAS and the Contractor by persons duly authorized to do so.
- 12.3. NON-WAIVER OF RIGHTS:** Termination of the Contract in whole or in part by a Party or the failure by either Party to exercise any rights available to it, will not affect the accrued rights or claims and liabilities of either Party to the Contract.
- 12.4. SURVIVAL:** The obligations contained in paragraphs **4.10** (Insurance); **4.11** (Indemnification); **6.1** (Proprietary Items and Intellectual Property Rights); **6.2** (Confidential Nature of and Responsibility for Proprietary Items, Intellectual Property and Other Information); **6.3** (Publicity and Use of the Name, Emblem or Official Seal); **11.1** (Warranty of Goods); and **11.2** (Warranty of Services) survive the termination or expiration of the Contract.
- 12.5. LIMITATION ON ACTIONS:** Irrespective of their nature, any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof (other than obligations enumerated in paragraph **12.4**) must be asserted within six (6) months after the termination or expiration of the Contract.

13. SETTLEMENT OF DISPUTES

- 13.1. AMICABLE SETTLEMENT:** The Parties will use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof by direct informal negotiations, including, where agreed, by referral, to an executive level of authority within the Parties. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation will take place in accordance with the Conciliation Rules then prevailing of the United Nations Commission on International Trade Law (**UNCITRAL**) or according to such other procedure as may be agreed between the Parties in writing.
- 13.2. ARBITRATION:** Unless settled amicably under paragraph 13.1, within sixty (60) days, after receipt by one Party of the other Party's written request, any dispute, controversy or claim arising out of the Contract, or the breach, termination or invalidity thereof, will be settled by arbitration in accordance with the UNCITRAL Arbitration Rules then prevailing. In addition:
- 13.2.1. the place of arbitration will be Kampala;
 - 13.2.2. the decisions of the arbitral tribunal will be based on general principles of international commercial law;
 - 13.2.3. the arbitral tribunal will have no authority to award punitive damages; and
 - 13.2.4. the Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim arising out of the Contract, or the breach, termination or invalidity thereof.
- 13.3. LANGUAGE:** The conciliation and the arbitration proceedings will be conducted in the language in which the Contract is signed provided that it is one of the two working languages of the AFAAS (English and French). In the event the Contract is in a language other than English and French, the conciliation or the arbitration proceedings will be conducted in English or French.

ANNEX IV

RFQ –AFAAS/IFAD-EU/SPLS/2020/003-B – RFQ for Multifunctional Photocopier

CERTIFICATION TO BE SUBMITTED BY A BIDDER IN AN AFAAS COMPETITIVE BIDDING PROCEDURE

- 1) The AFAAS expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.
- 2) With respect to its quotation/proposal submitted in response to the AFAAS's Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:
 - (i) The prices in its quotation/proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor/potential competitor with a view to restricting competition.
 - (ii) No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.
 - (iii) The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the AFAAS.
 - (iv) The Bidder is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).
 - (v) The Bidder will not use the funds received under any contract with the AFAAS to provide support to individuals, groups, undertakings or entities associated with terrorism.
 - (vi) The Bidder is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the PPDA and World Bank.

The AFAAS reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

- a) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.
- b) "**collusive practice**" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;
- c) "**conflict of interest**" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

- d) **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;
- e) **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Bidder.

Name and Position

Signature

Date
