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FORM OF CONTRACT

This Contract (hereinafter called the "Contract") is made the xx day of the month of xx Year xx, between on the one hand the **World Vision International – Afghanistan** (hereinafter called the "Purchaser") with address of opposite of Agriculture Department, Herat, Afghanistan and, on the other hand, **[insert name of the Supplier]** (hereinafter called the "Supplier") with business location **[insert supplier's address]**, registered with the **[insert country of registration and number]**.

WHEREAS

- (a) the Purchaser has requested the Supplier to supply certain goods and related services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Goods");
- (b) The Supplier, having represented to the Purchaser that they have the required professional skills and logistics capacity to supply the Goods based on the terms and conditions set forth in this Contract at total price of **[insert the contract price and currency]**.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, and the priority of the documents shall be as follows:
 - (I) the Particular Conditions of Contract;
 - (II) the General Conditions of Contract;
 - (III) the Price Schedule and Specifications;
 - (V) the Supplier's Bid
2. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - (a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.
3. This Contract supersedes any and all other Contracts, oral or written, between World Vision International – Afghanistan and Supplier with respect to the subject matter hereof, and no Contract, statement, or promise relating to the subject matter of this Contract other than that which is contained herein shall be binding upon the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of World Vision International – Afghanistan **For and on behalf of the Supplier**

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

I – Particular Conditions of Contract

Clause Ref. number of General Conditions of Contract	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The Purchaser is World Vision International – Afghanistan
1.1(l)	The Supplier is: [insert name of the supplier]
1.1(a)	The Contract name is:
1.2	The Applicable Law is:
1.3	The language is English
1.4	The addresses are: Purchaser: <u>Opposite of Agriculture Department, Amiriya Street, Herat, Afghanistan</u> Attention: <u>Supply Chain Management Department</u> Email: Phone Number: Supplier:

Clause Ref. number of General Conditions of Contract	Amendments of, and Supplements to, Clauses in the General Conditions of Contract														
	Attention: Email: Phone Number:														
1.5	Final Destination is: The prescribed Incoterms and edition is:														
1.6	The Authorized Representatives are: For the Purchaser: For the Supplier:														
2.1	The date on which this Contract shall come into effect is Signing date of the Contract.														
2.2.2	The Starting Date for the commencement of Services is from the effective date of the Contract.														
2.3	The Intended Term is: [insert the contract duration]														
3.5.1	<p>The liquidated damages rate is 0.5% (half of one percent) per day of the goods value ordered. The liquidated damages begin from noon the day after the agreed lead time has elapsed to noon the day the goods have been received. The maximum amount of liquidated damages is 10 percent of the ordered price. The following exclusions apply to liquidated damages:</p> <p>if the Supplier is under Force Majeure as per GCC Clause 2.5,</p> <p>if execution of the service order delays due to whatsoever reasons as a matter of defaults by the Purchaser;</p> <p>or</p> <p>if the Supplier requests and the Purchaser approves a waiver of the liquidity damages in exceptional circumstances.</p>														
6.2(a)	The Contract Price in local Currency is:														
6.2(b)	The Contract Price in Foreign Currency is:														
6.3	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> No advance payment is made to the Supplier. The Purchaser will reimburse the Supplier in respect of the payments pre-financed by it; The payments are made to the Supplier within 15 days from the date of receipt of invoice and subject to certification by the Purchaser, that the goods have been delivered, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ The Goods have been delivered as per the right quality, quantity to the right address at the right time; ➤ the Supplier has to submit proper invoice with clear issuing date, name and reference number of the contract addressing to World Vision International – Afghanistan; <table border="1"> <tr><td>Bank Name</td><td></td></tr> <tr><td>Bank Branch</td><td></td></tr> <tr><td>Name</td><td></td></tr> <tr><td>Swift</td><td></td></tr> <tr><td>Beneficiary Account Number</td><td></td></tr> <tr><td>Currency</td><td></td></tr> <tr><td>Account Type</td><td></td></tr> </table> <p>The payments will be made through bank transfer to one the following bank accounts, which will agree prior to the transfers:</p> <p><u>Currency of Payment:</u></p> <ul style="list-style-type: none"> The payments for distribution/ transfer of Foreign Currency will be made in the same currency denominated in the Service Order; 	Bank Name		Bank Branch		Name		Swift		Beneficiary Account Number		Currency		Account Type	
Bank Name															
Bank Branch															
Name															
Swift															
Beneficiary Account Number															
Currency															
Account Type															

Clause Ref. number of General Conditions of Contract	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> The payments for the Local Currency portion will be exchanged and remitted in US Dollar currency considering the exchange rate as of the confirmed date of the invoice. The source of exchange rate will be Da Afghanistan Bank (www.dab.gov.af) using 'selling transfer' rate. <p>Taxes: The Supplier has sole responsibility for the payment of all applicable taxes (income, payroll, unemployment, withholding tax etc.) in connection to this Contract.</p>
8.2.	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows: GCC 8.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Arbitration Institution will be: The seat of arbitration will be The language of Arbitration will be Number of arbitrators:</p>

Section II - General Conditions of Contract

A. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in the Form of Contract;
- (b) **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with GCC Clause 6;
- (c) **"Completion Date"** means the date of completion of the Services by the Supplier as certified by the Purchaser in the Service Order;
- (d) **"Incoterms"** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- (e) **"Foreign Currency"** means US Dollar;
- (f) **"GCC"** means these General Conditions of Contract;
- (g) **"Government"** means the Government of Afghanistan;
- (h) **"Local Currency"** means AFGHANI;
- (i) **"Transaction"** means the deposit or withdrawal of cash or any other transfer of money not representing a payment;
- (j) **"Purchaser"** means the World Vision International – Afghanistan that is permitted to purchase Goods from the Supplier under this Contract.
- (k) **"Party"** means the Purchaser or the Supplier, as the case may be, and "Parties" means both of them;
- (l) **"Personnel"** means persons hired by the Supplier or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (m) **"PCC"** means the Particular Conditions of Contract by which the GCC may be amended or supplemented;
- (n) **"Supplier"** is a person or corporate body whose Bid to provide the required Goods has been accepted by the Purchaser;
- (o) **"Supplier's Bid"** means the completed technical and financial Bids submitted by the Supplier to the Purchaser;
- (p) **"Related Services"** means the work to be performed by the Supplier pursuant to this Contract;
- (q) **"Term"** means the duration of Contract starting on the Commencement Date of the Services. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Afghanistan, unless otherwise **specified in the Particular Conditions of Contract (PCC)**.

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| 1.3 Language | This Contract has been executed in the language specified in the PCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices | Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the PCC . |
| 1.5 Delivery Location and Incoterms | The Goods shall be supplied in accordance with the Incoterms and delivered to the final destination specified in the PCC . |
| 1.6 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Supplier may be taken or executed by the officials specified in the PCC . |
| 1.7 Taxes and Duties | The Supplier, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. |

2. Commencement, Completion, Modification, and Termination of Contract

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|-------------------------------|---|
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the PCC . |
| 2.2 Commencement of Supply | The Supplier shall start supply of the Goods from the date the Contract becomes effective, or at such other date as may be specified in the PCC . |
| 2.3 Intended Completion Term | Unless terminated earlier pursuant to Sub-Clause 2.6, the intended completion Term is specified in the PCC . |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written Contract between the Parties. |
| 2.5 Force Majeure | |
| 2.5.1 Definition | For the purposes of this Contract, " Force Majeure " means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |

2.6 Termination

2.6.1 By the Purchaser

The Purchaser may terminate this Contract, by not less twenty eight (28) days' written notice of termination to the Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.6.1:

- (a) if the Supplier does not remedy a failure in the performance of its obligations under the Contract, within ten (10) days after being notified or within any further period as the Purchaser may have subsequently approved in writing;
- (b) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (c) if the Supplier become insolvent or bankrupt;
- (d) if, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption and/ or breach of safeguards policy in competing for or in executing the Contract.

2.6.2 By the Supplier

The Supplier may terminate this Contract, by not less than twenty eight (28) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Purchaser fails to pay any monies due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Supplier will be paid approved fees and expenses for services performed in accordance with this Contract up to the date of termination.

3. Obligations of the Supplier

3.1 General

3.1.1 The Supplier shall supply the Goods and deliver the related services in accordance with the terms and conditions of this Contract, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.

3.1.2 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

3.2 Confidentiality

3.2.1 The Supplier, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the identities of Beneficiaries, the Services, Purchaser's personnel or the Purchaser's business or operations without the prior written consent of the Purchaser.

3.2.2 The obligation of the Supplier under Sub-clauses 3.2.1 above, however, shall not apply to information that

- a) now or hereafter enters the public domain through no fault of that party;
- b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

	c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
3.3 Warranty and Insurance by the Supplier	<p>3.4.2 Neither the Supplier nor its employees, workers, or subcontractors shall be deemed employees of Purchaser for any purposes, nor shall be considered eligible or participate in any Purchaser's benefits or insurance programs.</p> <p>3.4.3 The Supplier (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost insurance against all risks and coverage such as third party liabilities, bodily injuries to the Supplier's employees, worker's compensation or professional liability and the premium for such insurances are deemed included in the Supplier's Proposal.</p> <p>3.4.4 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>3.4.5 the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in final destination.</p> <p>3.4.6 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC.</p> <p>3.4.7 In case of any defects to the supplied Goods, the Purchaser will give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof.</p> <p>3.4.8 Upon receipt of such notice, unless otherwise specified in the PC, the Supplier shall, within 3 days expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>3.4.9 If having been notified, the Supplier fails to remedy the defect within the period specified in the GCC Sub-clause 3.4.8, the Purchaser will proceed to take within a reasonable period 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.</p>
3.4 Supplier's Actions Requiring Purchaser's Prior Approval	The Supplier shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
	<p>(a) entering into a subcontract for the performance of any part of the Services, and</p> <p>(b) changing the program of activities.</p>
3.5 Liquidated Damages	
3.5.1 Payments of Liquidated Damages	The Supplier shall pay liquidated damages to the Purchaser at the rate per day stated in the PCC for each day that delivery of the services is later than the lead time of the services that is specified in each purchase order. The total amount of liquidated damages shall not exceed the amount defined in the PCC . The Purchaser may deduct liquidated damages from payments due to the Supplier. Payment of liquidated damages shall not affect the Supplier's liabilities.
4. Fraud and Corruption	The Purchaser requires compliance with the World Vision International's Code of Conduct and its prevailing policies and procedures. The World Vision International partnership follows 'zero tolerance' rule with regard to fraud and corruption. Any fraud and/ or corruption behavior by the Purchaser's staff, vendors, contractors and other stakeholders is always unacceptable. Such behavior directly violates the World Vision International's Code of Conduct.
5. Obligations of the Purchaser	
5.1 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Supplier, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by Contract between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
6. Payments to the Supplier	
6.1 Lump-Sum fees	The Supplier's fees shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Supplier in carrying out the Services described in this Contract.

6.2 Contract Price	(a) The price payable in local currency is set forth in the PCC . (b) The price payable in foreign currency is set forth in the PCC .
6.3 Terms and Conditions of Payment	Payments will be made to the Supplier according to the payment schedule stated in the PCC . Unless otherwise stated in the PCC , No advance payment is made to the Supplier. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Supplier have submitted an invoice to the Purchaser specifying the amount due.
7. Quality Control	
7.1 Identifying Defects	The Purchaser shall inspect and check the Supplier's performance and notify him of any defects that are found to impact the quality of the services negatively. Such checking shall not affect the Supplier's responsibilities. The Purchaser may instruct the Supplier to rectify any poor performance that is not as per the performance indicators set in the SCC sub-Clause 6.3 of this Contract.
7.2 Correction of Defects, and Lack of Performance Penalty	(a) The Purchaser shall give notice to the Supplier of any defects identified in delivery of the services. (b) Every time notice a defect is given, the Supplier shall correct the notified defect within the length of time specified by the Purchaser's notice. (c) If the Supplier has not corrected a material defect within the time specified in the Purchaser's notice, the Purchaser will assess the cost of having the defect corrected, and such costs shall be compensated by the Supplier.
8. Settlement of Disputes	
8.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
8.2 Dispute Settlement	In case any disputes as referred to above cannot be settled amicably, any Party can refer the matter to the arbitration. The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the PCC .
9 Anti-terrorism	World Vision International is a relief, development and advocacy organization dedicated to working with the children, families and communities to overcome poverty and injustice. As such, WVI-Afghanistan is determined to accomplish its purpose without directly or indirectly facilitating terrorism, WVI-A has instituted due diligence procedures that requires all staff, vendors, contractors, and other stakeholders to commit to the following: 'That they have not and will not commit, attempt, advocate, facilitate or participate in terrorism activity. Supplier will seek to ensure that resources received under this Contract, whether in cash or in kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals. Supplier agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the Consolidated United Nations Security Council Sanctions List https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list or (b) any other similar lists that may be established by the United Nations Security Council; and/or (c) are not used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations."
10 Indemnification	Supplier agrees to indemnify and hold harmless the Purchaser and any of its affiliates or subsidiaries, and all of the officers, agents, and employees of World Vision International - Afghanistan and such entities, from any and all claims, liabilities, loss, or damages arising out of Supplier's performance of this Contract, whether or not such claim, liability, loss or damage is based in whole or in part upon any negligent act or omission of Purchaser or any of the other indemnified parties.