



# PURCHASE ORDER FORM

AEAI/USAID - Afghanistan Energy Capacity Building Program

P.O No: 000008 P.R No: N/A RFQ No: N/A Date: 19 Oct, 2009

Supplier Name: SARA Consultants

Address: #8711, 13th Main, V Cross, Hannumanthnagar, Bangalore - 560 019

Tel No: 01-80-26614171

Contact Person: SARA Consultants

Title: Consultants

Agency / Project: AECBP

Delivery Location: DABS

Special Instruction: SARA would provide 2 specialists - Transformer Design and Facilities

Delivery Date: N/A

Item No.	Qty.	Unit	Description	Currency	Unit Price	Total Price
1	30	days	Workshop for repair of distribution transformers	\$	\$600.0	\$18,000
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>TOTAL US\$</b>						<b>\$18,000.0</b>

Bill To: AEAI Financial Dept. Att:-Ahmad Shebli Masood, [smassood@aeai.net](mailto:smassood@aeai.net) Copy to: Hanifullah Aziz [haziz@aeai.net](mailto:haziz@aeai.net).

Full Address: House # 1141, Street No.5 District 10, Qalai Fatullah Kabul - Afghanistan

Payment Terms: Cash

Account/Cash/Cheque/T.T.

Payment Code: N/A

Prepared By:	Name: Hanifullah Aziz	Position: Logistics & Procurement Mgr
	Date: <u>19-Oct-2009</u>	Sign:

  

Program Manager	Finance Manager	Procurement Manager	COP

"The Vendor shall not advertise or otherwise make public the fact that such vendor is a supplier To AEAI, also the vendor shall in no other manner whatsoever use the name, emblem or official Seal of AEAI in connection with thier business or service. Further the Terms & Conditions attached Form an integral part of this P.O."

Sign: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

The vendor is required to sign and return a copy of this order

## CONDITIONS FOR PURCHASE ORDERS

### I. LEGAL STATUS

The Vendor, its personnel and sub-contractors shall not be considered as being the employees of AEAI. The Supplier shall be fully responsible for all work and services performed by its employees and sub-contractors, and for all acts and omissions of such employees and sub-contractors.

### II. SUB-CONTRACTING

In the event the Vendor requires the services of a sub-contractor, prior written approval of AEAI for all sub-contractors shall be obtained. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

### III. ACCEPTANCE AND ACKNOWLEDGEMENT

No Contract shall become effective and no Contract shall exist until AEAI has received from the Vendor written acceptance of the conditions which govern this Contract either on the Purchase Order or by a faxed acceptance to be subsequently confirmed by a return of the Purchase Order duly signed by the Supplier.

### IV. TAX EXEMPTION

AEAI is exempt from all direct taxes and customs duties in respect of articles imported or exported for its official use. The Vendor authorizes AEAI to deduct from the Vendor's invoices any amount representing such taxes or duties charged by the Vendor to AEAI. Payment of such corrected invoiced amounts shall constitute full payment by AEAI. In the event any taxing authority refuses to recognize AEAI's exemption from such taxes, the Vendor shall immediately consult with AEAI to determine a mutually acceptable procedure.

### V. WARRANTY

The Vendor warrants the goods furnished under this Contract to conform to the specifications and to be free from damage and defects in workmanship or materials.

### VI. INSPECTION

The authorized representatives of AEAI shall have the right to inspect the goods called for under this Contract at Vendor's stores, during manufacture, in the ports or places of shipment and the Vendor shall provide all facilities for such inspection.

### VII. EXPORT LICENCE

The Contract is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Vendor to obtain such license or authorization. AEAI may, at its discretion, use its best endeavors to assist.

### VIII. OFFICIALS NOT TO BENEFIT

The Vendor represents and warrants that no staff of AEAI has been, or shall be, offered by the Vendor any direct or indirect benefit arising from this Contract or the award thereof. The Vendor agrees that breach of this provision is breach of an essential term of this Contract.

### IX. FORCE MAJEURE

Force Majeuro shall mean Acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, or within the control of, either party or which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeuro, and within not more than fifteen (15) days, the Vendor shall give notice and full particulars in writing to AEAI of such Force Majeuro. If the Vendor is thereby unable, wholly or in part to perform his obligations and meet his responsibilities under this Contract, AEAI shall then have the right to cancel the Contract by giving, in writing, seven (7) days notice of termination to the Vendor.

### X. DEFAULT

In case of default by the Vendor, including, but not limited to, failure or refusal to make deliveries within the limit specified, or the goods or any services, AEAI may procure the goods or services from other sources. Furthermore, AEAI may, by written notice, terminate the right of the Vendor to proceed with deliveries or such part or parts thereof as to which there has been default.

### XI. REJECTION

In the case of goods or services purchased based on specifications or scope of works, AEAI shall have the right to reject the goods or services or any part thereof if they do not conform to specifications or the scope of works.

### XII. BANKRUPTCY

Should the Vendor be adjudged bankrupt, or should the Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Vendor's insolvency, AEAI might under the terms of this Contract, terminate this Contract forthwith by giving the Vendor written notice of such termination.

### XIII. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between the CoP of AEAI and the Vendor.

### XIV. ASSIGNMENTS

The Vendor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Vendor's rights, claims or obligations under this Contract except with the prior written consent of AEAI.

### XV. INDEMNIFICATION

The Vendor agrees to indemnify, hold and save AEAI harmless and defend at its own expense AEAI, its officers, agents and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Vendor or its employees or sub-contractors in or relating to the performance of this Contract. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims.

### XVI. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with AEAI policies.

### XVII. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Contract value per day or part thereof. The assessment will not exceed percent of the contract value. AEAI has the right to deduct this amount from the Vendor's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to AEAI, including cancellation, for the Vendor's non-performance, breach or violation of any term or condition of the Contract. Acceptance of goods delivered late shall not be deemed a waiver of AEAI's rights to hold the Vendor liable for any loss and/or damage resulted there from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

### XVIII. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

### XIX. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by AEAI of the goods sold under this Contract does not infringe on any patent, design, trade name or trademark.

### XX. PACKING

The Vendor shall pack the goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Vendor shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

### XXI. INSURANCE

The vendor shall provide and thereafter maintain for the duration of this Purchase Order and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this Purchase Order. The vendor shall, upon request, furnish proof to the satisfaction of AEAI, of such liability insurance.

### XXII. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these General Conditions of Purchasing or any other document which forms part of the Contract, these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

### XXIII. PAYMENT INSTRUCTIONS

AEAI's normal terms are payment by check or bank transfer, as agreed with the Vendor within thirty days of receipt provided invoice and all documentation are in order.

Sign: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_