**CBARD-AIM Terms & Conditions Agreement & Conflict of Interest Declaration**

Potential CBARD-AIM Grantees are required to read, acknowledge and agree to the following terms and conditions prior to review and evaluation. These terms and conditions will form part of the grant agreement between the applicant and CBARD-AIM. The terms and conditions are subject to change during the period of implementation.

**Grant Size**

CBARD-AIM will issue grants between US$10,000 and US$150,000.

**Grant Purpose**

CBARD-AIM grants will be used solely for the procurement of equipment. CBARD-AIM funds will not be used to fund construction, equipment inspection, transportation, installation, training, personal protection equipment, operational costs or raw materials.

**Partner Contribution**

Grant applicants must contribute at least 50% (30% for Women-owned and Managed enterprises) of the total investment in cash. This does not mean that all grantees should expect to receive a contribution of exactly 50%/70% from CBARD-AIM. CBARD-AIM’s contribution will be based on a logical allocation of costs according to the budget submitted and proposed by the Grants Team. Grantee contributions must not originate from other donor programs or government entities. Contributions can be in-kind or in cash. In-kind contributions (such as buildings or equipment) will only be accepted if they were procured within 12 months prior to the submission of the Concept Note. Operational costs will not be accepted as part of a grantee’s contribution. The procurement of land will be accepted as a contribution but is limited to US$50,000 per hectare.

**Payment Responsibilities & Prioritization**

Grantees are required to make all payments under their responsibility, for equipment, equipment inspection, insurance, transportation, installation, training, etc. (according to the budget) prior to CBARD-AIM making any payments. In the case that the cost of a piece of equipment is shared between CBARD-AIM and the grantee, the grantee must pay their share of the cost first. CBARD-AIM will make payment upon receiving confirmation of payment directly from the vendor. Should any grantee advance payments be unreasonable or illogical, then only at the discretion of the Senior Grants Specialist or COP/DCOP, can exceptions be given. Grantees may be asked to provide bank documentation to provide proof of funding availability at any time during the grant implementation period. Failure to provide proof of funding availability may result in cancellation of the grant agreement.

**Procurement Competition**

Any equipment funded in whole or in part by CBARD-AIM must be undertaken through a process of full and open competitive tendering. Vendors will be selected on the basis of ‘Lowest cost, Technically acceptable’. To ensure that quotations and technical specifications are reviewed effectively, it’s is the responsibility of the grantee to provide comprehensive technical specifications for equipment to CBARD-AIM’s procurement personnel. Should the ‘lowest cost, technically acceptable quotation’ not be approved by the grantee, the grantee will be responsible for paying the difference in cost between that of the selected vendor and the grantee’s preferred vendor.

**Business Registration and Tax Clearance**

All grant applicants must be registered/licensed with the Ministry of Industries & Commerce and maintain registration throughout the grant implementation period. Should any registration become invalid during the period of grant implementation, CBARD-AIM activities will cease until proof of re-registration is provided. Similarly, grantees must provide a Tax Clearance Letter from the Small and Medium Size Taxpayers Department at the Ministry of Finance, stating that the business has cleared their taxes for the last financial year.

**Pre-Award Site Survey**

As part of the grant application process, applicants must make themselves available for a Pre-Award Site Survey. The purpose of the survey is to validate information provided in the application and financial worksheet. Please note that these visits are often organized at short notice. The CBARD-AIM Grants Team member undertaking the site survey will need to be given access to all areas of the applicant’s factory, offices and site.

**Environmental Review Report**

Another mandatory component of the grant application process is the Environmental Review, which is undertaken to determine any potential negative environmental impacts from grant implementation and identify mitigation measure that must be undertaken by the grantee during and following implementation. Any mitigation measures will form part of the grant agreement.

**Import Duties, Taxes & Fees**

CBARD-AIM will under no circumstances pay import duties, customs fees or taxes for equipment or services imported into Afghanistan, whether such equipment is funded by CBARD-AIM or the grantee. The bilateral agreement between the US and Afghan governments prohibits the payment of such fees and charges. Therefore, any duties, fees, charges or taxes must be paid by the grantee at the time of importation. The grantee is responsible for calculating these costs prior to the grant agreement being signed and such duties, fees, charges and taxes should be included in the budget and placed under the responsibility of the grantee.

**Transportation Costs**

Any and all transportation costs (by road, rail, sea, or air), for equipment, or personnel to conduct training or assist with installation, must be borne by the grantee. The grantee is responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM Grants Team, and including the appropriate costs within the budget.

**Transportation Procedure**

Grantees should be listed as the consignee on all waybills, rather than CBARD-AIM, Roots of Peace, or UNDP. As indicated above, the grantee will be responsible for all associated import duties, customs fees and charges.

**Installation & Training Costs**

Any and all installation, commissioning and training costs under a grant agreement must be borne by the grantee. This includes fees, accommodation, travel expenses, per diems and lodging for any personnel required to install or commission the equipment, or conduct training for grantee personnel. Grantees are responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM Grants Team, and including the appropriate costs within the budget.

**Equipment & Shipping Insurance**

Grantees are responsible for insuring any equipment that is being procured as part of the grant agreement. This includes equipment funded solely by CBARD-AIM or co-funded by the grantee and CBARD-AIM. Insurance must, at a minimum, cover the period from when the equipment leaves the factory to when it is delivered at the grantee’s factory/site. This insurance is mandatory and proof of insurance must be provided to the CBARD-AIM Grants Team. Grantees are responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM Grants Team, and including the appropriate costs within the budget. Insurance must cover the replacement value of the equipment, transportation costs and recovery costs. Grantees are also recommended to obtain insurance for equipment they are procuring and transporting, and for all equipment once delivered. Should the Recipient not be able to obtain insurance, then CBARD-AIM may provide coverage at their own expense, although the budget will be adjusted accordingly (the Recipient will take responsibility for additional equipment costs equal to the value of the insurance premium).

**Equipment Inspections**

Grantees are responsible for paying for the pre-shipping inspection of equipment to ensure that equipment is in good working order and complete. Inspection reports must be submitted to CBARD-AIM prior to shipping. Grantees are responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM personnel, and including the appropriate costs within the budget. The CBARD-AIM Grants Team may, at their discretion, waive the requirement for equipment inspections when equipment is procured locally or when an international vendor will be installing the equipment in Afghanistan.

**Equipment Spare Parts**

Grantees must ensure that any spare parts required for the equipment being procured are included in the budget. This includes any expendable items necessary for its operation or anticipated to be required and replaced during the first twelve months of operation. Grantees are responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM Grants Team, and including the appropriate costs within the budget.

**Personal Protection Equipment**

Grantees must procure Personal Protection Equipment (PPE) for those staff that will be engaged in operating the equipment being procured (such as ear protectors, goggles, safety boots, gloves, face masks, etc.) Such equipment will be highlighted in the Environmental Review Report or recommended by the equipment vendors. Grantees are responsible for calculating these costs during the process of grant application, providing evidence of calculation or quotations to CBARD-AIM Grants Team, and including the appropriate costs within the budget. PPE must be procured prior to equipment installation. The grantee is also responsible for ensuring that the PPE is worn appropriately by its personnel at all times.

**Disposition & Sustainability**

CBARD-AIM anticipate that any equipment being procured with donor funding will be dispositioned once the Recipient is able to demonstrate that the equipment is operational and being used for its intended purpose.

**Implementation Reporting**

The Grants Team will undertake site visits from time to time to assess the extent to which activities are being undertaken in accordance with the grant agreement, and to ensure that all equipment or supplies are of acceptable quality and standards. The Grantee shall be responsible for any countermeasures or corrective action, which may be required by the CBARD-AIM Chief of Party as a result of such inspection.

Grantees may be requested to provide written reports during the period of grant implementation. The reports should describe the progress of grant implementation, challenges encountered, and solutions employed. Grantees are also obligated to submit information that will be used by CBARD-AIM to create Completion Reports. The Reports will focus on outcomes and impacts from grant implementation in terms of productivity, sales, profitability, job creation, quality improvement, new products and new markets.

**Implementation Delays**

Should a grantee not follow the timeframes agreed and outlined in the grant agreement, CBARD-AIM will have the right to cancel the agreement, after giving the grantee a period of 30 days to rectify or resolve the delay. Any equipment procured and paid for by CBARD-AIM may be confiscated should grantee delays not be rectified.

**Changes in Circumstances**

Grantees must inform CBARD-AIM in the case that any circumstances relating to their ability to implement the grant should arise. This includes circumstances relating to the availability of finance, personnel changes, business registration and operation, etc. Depending on the extent of such circumstances, the grant agreement may be cancelled by CBARD-AIM.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*INSERT NAME*), authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*INSERT COMPANY NAME*) have read, understand and agree to abide by the terms and conditions outlined above should my application be approved by CBARD-AIM.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Conflict of Interest Declaration**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*INSERT NAME*), authorized representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*INSERT COMPANY NAME*) confirm the following:

1. I, my shareholders and senior members of staff are, to the best of my knowledge, not related to any personnel currently working at CBARD-AIM, Roots of Peace, CBARD West and CBARD East projects in MAIL, UNDP or any members of the Grants Evaluation Committee.
2. I, my shareholders and senior members of staff have, to the best of my knowledge, not spoken to any member of CBARD-AIM, , CBARD West and CBARD East projects in MAIL, Roots of Peace, UNDP personnel or any members of the Grants Evaluation Committee in detail about this grant application, other than members of the CBARD-AIM Grants Team and CBARD-AIM leadership as part of the official grants discussion offered by CBARD-AIM.
3. My company has not employed any CBARD-AIM, CBARD West and CBARD East projects in MAIL, Roots of Peace or UNDP personnel in the past.
4. I, my shareholders and senior members of staff have, to the best of my knowledge, not offered or provided any gift, donation or benefit to any member of CBARD-AIM, CBARD East and CBARD West projects in MAIL, Roots of Peace, UNDP personnel or any members of the Grants Evaluation Committee, in relation to this grant application or previously.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Should any of the statements above not apply in their entirety, please provide details below: