

Terms and Conditions of Purchase

General

1. These Terms and Conditions (T&Cs) shall apply to all agreements for the supply of goods, services or works by the Supplier.
2. The Supplier agrees to supply goods, services or works at the agreed price and meet any other special terms agreed between the parties set out in the Purchase Order (PO) or Purchase Agreement (PA) or any other procurement agreement. In case of contradictions between these T&Cs and the PO or PA, the PO or PA takes precedence.
3. No PO or PA shall be agreed and no changes or variations to any PO or PA shall be effective unless it complies with these T&Cs and is signed by an authorised Medair Afghanistan representative: Country Director, Logistics Manager, Deputy Logistics Manager, Project Support Manager.
4. All Medair and its Donor terms, conditions and policies must be accepted by the Supplier.
5. Medair will not cover any cost related to the creation and submission of the Quotation, regardless the result.
6. Medair expects Suppliers with whom it partners to follow ethical business practices and be socially accountable. Those expectations are set out in Medair's Code of Ethics, which, along with the associated policies available on Medair's website at <https://www.medair.org/accountability/> and are subject to periodic updates.

Placing a Purchase Order or Purchase Agreement

7. Medair Afghanistan aims to provide the Supplier with a PO or PA with sufficient information for the Supplier to process the PO or PA. If the supplier has insufficient information, the supplier agrees to contact Medair and state such insufficiencies.
8. Medair will provide the supplier with details of the tender and will advise the supplier on the procedures to follow. Failure to follow the procedures may result in disqualification of the supplier.
9. The Supplier is not allowed to deal with only one Medair Afghanistan employee for the purpose of the PO or PA but must follow the specified procedure.
10. Collusion between any Medair Afghanistan staff and the supplier is prohibited and may result in the disqualification of the Supplier.
11. Medair Afghanistan will invite the Supplier to sign the PO or PA at the Medair office or by sending a PO or PA to the Supplier signed by the relevant Medair representative as a scan by email.
12. The Supplier shall sign and return the PO or PA within one working day of receipt of the PO or PA. For any purchase over \$10,000 a Purchase agreement, Works Agreement or Service Agreement or other procurement agreement will be signed.

Delivery Terms:

13. All goods are Delivered and Duty Paid (DDP), using incoterms 2020.
14. All deliveries will be accompanied by a delivery note mentioning the PO or PA reference number and complete descriptions and quantities of goods.
15. Goods will remain the sole responsibility of the supplier until the delivery note has been signed by authorised staff of the Medair Afghanistan warehouse.
16. The Supplier will deliver the goods in full to the Medair Warehouse in the ordering location or in accordance with the PO or PA within the terms of delivery in the PO or PA. Unless agreed in advance in the PO or PA, delivery of only part of the order may be rejected. Excess quantities may be returned to the supplier at their own risk and cost.

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17. Medair Afghanistan reserves the right to request additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.
18. The Supplier will ensure that the Supplier's representatives respect Medair's delivery terms indicated in the PO or PA.
19. The Supplier agrees that only goods checked and accepted by Medair Afghanistan with a Proof of Delivery signed and stamped by authorised Medair Afghanistan staff will be paid for.
20. The Supplier will obtain a Proof of Delivery (POD) signed and stamped by an authorized Medair Afghanistan staff for each delivery made. The Supplier shall communicate and confirm all deliveries with Medair Afghanistan Warehouse staff prior to the due date indicated in PO/PA.
21. If the Supplier delivers to an address other than indicated in the PO or PA, Medair Afghanistan shall not be liable for the payment of the Goods delivered and the supplier would be considered to have acted on his own accord.

Payment Terms:

22. The Supplier will deliver an invoice (hard copy or email) to Medair in accordance with the terms set out in the PO or PA.
23. The Supplier will invoice Medair Afghanistan for each PO or PA only after delivery of the complete order or fulfilment of the service or works contract. All payments shall be made in the currency agreed in the contract. Medair will aim to pay invoices within thirty (30) days of receipt by Medair.
24. Medair shall not be responsible for any taxes, charges or costs other than those set out in the PO or PA.

Financial Terms

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

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

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

How the TAX is calculated:

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

Queries

29. All queries must be addressed to the Logistics Manager.



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Name of company	
Name of contact person	
Address	
Phone number	
E-mail address	
Date	
Signature and stamp	