

Terms & Conditions

Service Provider

General

1. These Terms and Conditions (T&Cs) shall apply to all Agreements for the supply of goods, services or works by the Service Provider.
2. The Service Provider 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, Deputy 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 Service Provider.
5. Medair will not cover any cost related to the creation and submission of the Quotation, regardless the result.
6. Medair expects Service Providers 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 Service Provider with a PO or PA with sufficient information for the Service Provider to process the PO or PA. If the Service Provider has insufficient information, the Service Provider agrees to contact Medair and state such insufficiencies.
8. Medair will provide the Service Provider with details of the Request for Quotation and will advise the Service Provider on the procedures to follow. Failure to follow the procedures may result in disqualification of the Service Provider.
9. The Service Provider 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 Service Provider is prohibited and may result in the disqualification of the Service Provider.
11. Medair Afghanistan will invite the Service Provider to sign the PO or PA at the Medair office or by sending a PO or PA to the Service Provider signed by the relevant Medair representative in paper or as a scan by email.
12. The Service Provider 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. The delivery terms are outlined in Terms of Reference TOR and in the PO or PA.

Payment Terms:

14. The Service Provider will deliver an invoice in paper to Medair in accordance with the terms set out in the PO or PA.
15. The Service Provider 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.
16. Medair shall not be responsible for any taxes, charges or costs other than those set out in the PO or PA.

Financial Terms

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

Personal Data Notice

20. Medair is required by our donors to collect certain categories of personal data of key individuals from prospective vendors and partners. Some of this data will be shared with the United States Agency for International Development (USAID) for the purpose of screening individuals and entities to help ensure that USAID funds do not inadvertently provide support to individuals or entities associated with terrorism. Providing the requested data is voluntary, but failure to provide certain information may restrict Medair's ability to enter into a commercial or partnership agreement with you. Medair promises only to collect and share the minimum amount of data required by USAID that permits us to work with you. We pledge to protect the confidentiality of your data by limiting access to it, utilizing industry standard security controls and deleting it when it is no longer needed. Once Medair collects your data, you may possess the right under certain circumstances to be informed on the use of your data, access your data, correct inaccurate data, request your data be deleted and object to the processing of your data. Please note that exercising these rights may also restrict Medair's ability to enter into a commercial or partnership agreement with you.

Queries

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

Documents to submit to Medair

- Signed and stamped complete RFQ document,
- Signed and stamped terms & condition,
- Service Provider Registration Form duly completed, signed, and stamped,
- Vetting information documents duly completed,
- Copy of Valid Business License for operations in Afghanistan,
- Copy of TIN Certificate,
- Evidence of tax payments in 2023,
- Personnel national ID document of the Owner/Service Provider representative,
- Service Provider profile,



each life matters

Terms & Conditions

Service Provider

Name of Service Provider	
Name of contact person	
Phone Number	
Email address	
Date	
Signature and Stamp	