

Doc 4: Standard Terms and Conditions

Unless the context indicates otherwise, the term “Buyer” and “Contracting Authority” refers to IDEA. The term “Supplier” and “Contractor” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service Contract, whichever is in place.

GENERAL TERMS AND CONDITIONS

1) Price: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

2) Source of Instructions: The Supplier shall not seek nor accept instructions from any source external to IDEA in relation to the performance of the Contract.

3) Assignment: The Supplier shall not assign, transfer, sublet or subcontract the Contract or any part thereof without the prior written consent of the Buyer.

4) Corruption: The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing Contracts.

5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the Contract shall be the property of Contracting Authority/Buyer and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Supplier may not communicate at any time to any other person, government or authority external to Contracting Authority/Buyer, any information that has been compiled through association with Contracting Authority/Buyer which has not been made public except with written authorization from the Contracting Authority/Buyer. These obligations do not lapse upon termination of the contract.

5.2) As per USAID standard provision “M 26: Prohibition on requiring certain internal confidentiality agreements or statements”. Following points of the provision must be followed during the implementation of this contract.

- a) The Contractor must not require its employees or contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).
- b) The Contractor must notify current employees and contractors that prohibitions and restrictions of any pre-existing internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- c) The Contractor must include the substance of this provision, including this paragraph (C), in contracts under this contract.

6) Use of Emblem or Name: Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Contracting Authority/Buyer in connection with its business or otherwise.

7) Observance of Law: The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8) Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1) In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Supplier must inform the Buyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2) If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the Contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council/Board of Director of Buyer /Donor and/or lack of funding. In such a case the Supplier shall be reimbursed by Buyer for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1) Should the Supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

10) Warranty: The Supplier shall provide the Buyer with all manufacturers' warranties. The Supplier warrants that all goods supplied in relation to the Contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent, then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

11) Inspection and Test: The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the Contract, provided that the Supplier claims for adjustments in writing to the Buyer within 5 (five) days from being notified of any change.

13) Export Licence: If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

14) Payment Terms: Unless otherwise agreed, payment terms will be 10-15 working days from receipt of a correctly prepared invoice.

15) Ethics: The Conduct to which Contracting Authority/Buyer expects all of its suppliers to respect is as follows.

- Suppliers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.

- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labour laws are complied with.
- Social rights are respected

Additionally, by acceptance by a Supplier, service provider or contractor of a Contracting Authority/Buyer's supply, service or works contract, they understand and agree to abide by the terms of the Concern (the donor/funder) safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

15.1) Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

16) Rights of Contracting Authority/Buyer: Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the Buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the Contract.

16.1) The Contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the donor/funder will be informed where such practices may affect their financial interests.

17) Rights of access for test purposes: Contracting Authority/Buyer is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes. This obligation is extended to all Contracting Authority/Buyer suppliers.

18) No Agency: This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

19) Concern/USAID Compliance: All Suppliers must be compliant with supply, works and service contracts awarded within the framework of humanitarian actions financed by the Concern Worldwide and USAID.