

---

**INVITATION TO BID (ITB) No. N\_104\_2020\_AFG**

**FRAMEWORK AGREEMENT FOR PROCUREMENT OF LAW BOOKS**

Date: 13<sup>th</sup> July 2020

Dear Sir/Madam,

You are kindly requested to submit your bid, for goods described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to [Tenders@idlo.int](mailto:Tenders@idlo.int) not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “**Request for clarifications for ITB No. (N\_104\_2020\_AFG)**” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO’s General Terms and Conditions and Payment Policy of within 30 days after delivery of the goods on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders	
Terms of Reference/Technical Specifications:	Annex A
Bid Submission Form:	Annex B
Price Schedule:	Annex C
IDLO Special Conditions of Contract:	Annex D
IDLO General Terms and Conditions for the Procurement of Goods:	Annex E
Supplier Code of Conduct:	Annex F

Bids shall be submitted to the following secure e-mail address: [Tenders@idlo.int](mailto:Tenders@idlo.int) no later than **29<sup>th</sup> July 2020, 16:00 Kabul local time**. The prices will remain unchanged during the period of contract implementation.

*Email should have “**Bid for ITB No. N\_104\_2020\_AFG**” mentioned in the subject line.*

Bids shall not exceed 20MB in size.



## Instructions to Bidders

<p>Qualification Requirements</p>	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none"> <li>(a) Valid Business licence.</li> <li>(b) Corporate Bank Account.</li> <li>(c) Copy of National Identity Card (NIC) and valid passport of bidder’s key personnel for vetting purposes.</li> <li>(d) Proof of 2 similar previous experiences proven (copy of PO/recommendation letter) in supply and delivery of similar goods in the Last 2 to 3 years.</li> <li>(e) Submit physical address and contact details of office branches.</li> <li>(f) Annexes B &amp; C duly filled, signed and stamped</li> </ul> <p>Failure to submit the required documentation above will result in disqualification from the bidding process</p>
<p>Determination of Bids Responsiveness</p>	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ul style="list-style-type: none"> <li>a) has been properly signed;</li> <li>b) is substantially responsive to the requirements.</li> </ul>
<p>Bid Errors &amp; correction</p>	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none"> <li>a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li> <li>b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.</li> <li>c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.</li> </ul> <p>Bidders may revise their bids up to the closing date and time, revised bids should be clearly marked with “revised bid”. No changes to bids will be accepted after the bid has closed, this includes any price revision.</p>

Evaluation Criteria	Evaluation of bids will be done according to: <ol style="list-style-type: none"> <li>1. Full submission of pre-qualification documents</li> <li>2. Required Annexes duly completed and signed</li> <li>3. Price</li> </ol>
Award of Contract	IDLO shall award the Contract(s) to the Bidder(s) whose offer are been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB.  IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.
Partial bids	Partial bids <b>are not</b> permitted.
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	USD.
Required attachments to the bid	The bid will consist of: <ul style="list-style-type: none"> <li>- Annexes B and C duly completed</li> <li>- Documents referred to under Qualification Requirements (if required)</li> <li>- Any other supporting documents that bidder considers relevant</li> </ul>

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.

---

## Annex - A

### Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

#### **This ITB is for Framework Agreement:**

It is expected to result in Framework Agreement(s) with successful bidder(s). The Framework Agreement(s) will be signed for a period of up to 12 months.

The resultant framework agreement will be for a period of 12 months where IDLO will continuously review the vendor's performance with the possibility of another 12 months extension subject to satisfactory performance and agreement by both parties by amending the contract at the same rates, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The prices will remain unchanged during the period of Framework Agreement(s).

After entering into a framework agreement with bidder(s), Work Order (WO) shall be placed on a need basis and a WO shall be issued to confirm the delivery of the required goods within 3 working days of the expected commencement.

**Annex - B**  
**Bid Submission Form**

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver goods in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Framework Agreement to be entered into with IDLO for the goods enumerated in the price schedule, per the terms of reference in Annex A.

We understand that you are not bound to accept any Bid you may receive.

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

**Other notes:**

- Kindly note that the services quoted shall correspond to the TOR given in Annex A above.
- Prices must be inclusive of all applicable taxes.

## Annex - C

### Price Schedule

The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including ANNEX-A, Terms of References.

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
	<b>A</b>			
1	A brief Introduction of Sahih-ul Bukhari Author: Dr. Abdul Rahim Peroz Herawee Publisher: Mohammad Saqaz Publications or Sayeed Publications Edition: 1 <sup>st</sup>	شرح مختصر صحيح البخارى نويسنده: داکتر عبدالرحيم پيروز هروي	Each	
2	Administration and Management Author: Nasir Stanakzai Publisher: Sayeed Publications Edition: 3 <sup>rd</sup> (1387)	اداره و مديریت نويسنده: ناصر ستانکزی چاپ: ۱۳۸۷	Each	
3	Administrative Law of Afghanistan Author Ministry of Justice Publisher: Ministry of Justice or Sayeed Publications Edition: Last	د افغانستان ادارى حقوق	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
4	Advanced in Law Terminology Author: Langarodi Jafari Publisher: Sayeed Publications Edition: Last	مبسوط در ترمینولوژی حقوق نویسنده: لنگرودی جعفری	Each	
5	Advocates Law Author: Ministry of Justice, 1386 Publisher: Ministry of Justice Edition: 934	قانون وکلای مدافع	Each	
6	Afghan Civil Law Author: Zakerullah Ashna Ahmadzai Publisher: Ministry of Justice Publication Edition: Last	قانون مدنی افغانستان, جمع و ترتیب: ذاکرالله اشنا احمدزی	Each	
7	Afghanistan Penal Code Author: Mohammad Sadar Tawhid Khana Publisher: Sayeed Publications Edition: Last	حقوق جزای عمومی افغانستان نویسنده: محمد صدر توحیدخانه	Each	
8	Afghan Women under Cultural and Traditional Pressure Author: Abdullah Kazim Publisher: Maiwand Publications Edition: 1 <sup>st</sup> (1384)	زنان افغان زیر فشار، عنعنہ و تجدد نویسنده: عبدالله کاظم	Each	
9	Analysis and Realize of Afghan Constitution Author: Ashraf Rasouli Publisher: Sayeed Publications Edition: 1 <sup>st</sup> and 2 <sup>nd</sup>	تحلیل و نقد قانون اساسی افغانستان جلد ۱-۲ نویسنده: اشرف رسولی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
10	Anti-Money Laundering Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	قانون تطهير پول	Each	
	<b>B</b>			
11	Basic Rights of Afghanistan Author: Ramin Mushtaqi Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	حقوق اساسی افغانستان نویسنده: رامین مشتاقی	Each	
	<b>C</b>			
12	Children's Rights Author: Nasrullah Stanakzai Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	د کوچنیانو حقوق نویسنده: پوهندوی نصر الله ستانکزى	Each	
13	Children Rights Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	حقوق اطفال نویسنده: نظام الدین عبدالله	Each	
14	Civil Code 4 volumes Author: Ministry of Justice Publisher: Ministry of Justice Edition: 353 (1355)	قانون مدنی چهار جلدہ	Each	



No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
15	Civil Court Procedure Author: Ministry of Justice Publisher: Ministry of Justice Edition: Last	اصول محاکمات مدنی	Each	
16	Code of Conduct and Professional Standards for Prosecutors of the AGO of GIROA with Commentary (Year 2010, total pages 152) Author: Ministry of Justice Publisher: Ministry of Justice Edition: Last	طرز العمل سلوک و معیار های مسلکی سارنوالان لوی سارنوالی جمهوری اسلامی افغانستان و شرح آن (سال ۱۳۸۹ تعداد صفحات ۱۵۲)	Each	
17	Collection of Laws (Civil Procedure Code, The Law on Obtaining Rights) including the amendments, Third Topic, Edition 5 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 5 <sup>th</sup>	مجموعه قوانین منتخب، قانون اصول محاکمات مدنی و قانون طرز تحصیل حقوق معه تعديلات، درييم عنوان-پنجم ټوک	Each	
18	Collection of Laws (Commercial Code) including the amendments, Topic 4- Edition 1 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 5 <sup>th</sup>	مجموعه قوانین منتخب، قانون تجارت معه تعديلات، څلورم عنوان-لومړی ټوک	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
19	Collection of Laws (Commercial Procedure Code) including the amendments Topic 4- Edition 2 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	مجموعه قوانین منتخب، قانون اصول محاکمات تجارتي معہ تعديلات، خُلورم عنوان-دويم توک	Each	
20	Collection of Laws (Criminal Codes) Topic5 – Edition3 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	مجموعه قوانین منتخب، جزایی قوانین، پنخُم عنوان-دریم توک	Each	
21	Collection of Laws (Penal Code) including the amendments, Topic 5- Edition 1 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	مجموعه قوانین منتخب، قانون جزا معہ تعديلات، پنخُم عنوان-لومری توک	Each	
22	Collection of Laws (The Interim Criminal Procedure Code for Courts) Topic 5- Edition 2 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 2 <sup>nd</sup>	مجموعه قوانین منتخب، قانون اجراءات جزایی موقت برای محاکم، پنخُم عنوان-دويم توک	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
23	Collection of Principles and Fiqh Provisions of Majalat Al Ahkam (Note: Majalat Al Ahkam was the law of Ustman Empire drafted base on Hanafi Fiqah Author: Mohammad Usman Zhobel Publisher: Sayeed Publications Edition: 4 <sup>th</sup>	مجموعه قواعد و مسایل فقہی مجله الاحکام، جلد چهارم، تدوین و تنظیم: محمد عثمان ژوبل	Each	
24	Commentary on Afghan Civil Code Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: 1 <sup>st</sup> and 2 <sup>nd</sup>	شرح قانون مدنی افغانستان (حقوق و جاییب ۱) نویسنده: نظام الدین عبدالله	Each	
25	Commentary on Afghan Civil Law: Family Law, Spouses Relation Author: Nezamuddin Abdullah Publisher: Sayeed Publication Edition: 4 <sup>th</sup>	شرح قانون مدنی افغانستان: حقوق فامیل، روابط زوجین، چاپ چهارم: با تجدید نظر و اضافات نویسنده: نظام الدین عبدالله	Each	
26	Commentary on Afghan Civil Law: Inheritance Law Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: 2 <sup>nd</sup>	شرح قانون مدنی افغانستان حقوق میراث چاپ دوم: با تجدید نظر کامل و اضافات نویسنده: نظام الدین عبدالله	Each	
27	Commentary on Afghan Civil Law: Real Property Law Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: Last	شرح قانون مدنی افغانستان: حقوق عینی نویسنده: نظام الدین عبدالله	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
28	Commentary on Afghan Civil Law: The Law on Obligation, Legal Acts: General Provisions of Contracts Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	شرح قانون مدنی افغانستان: حقوق و جابب، تصرفات حقوقی: قواعد عمومی عقود نویسنده: نظام الدین عبدالله	Each	
29	Commentary Penal Code volume 1-4 Author: Bunyad-e-Asia Publisher: Sayeed Publications 1398 Edition: 2 <sup>nd</sup>	شرح کد جزا دویسته چهار جلدی نویسنده: بنیاد آسیا چاپ خانه: سعید سال چاپ ۱۳۹۸	Each	
30	Commercial Court Procedure Author: Ministry of justice Publisher: Ministry of justice Edition: 2 <sup>nd</sup> (Last)	اصول محاکمات تجارتي	Each	
31	Commercial Procedure Author: Ministry of Justice Publisher: Ministry of Justice Edition: Last	قانون تجارت - اصولنامه تجارت	Each	
32	Comparative Fundamental Rights Author: Sayed Abdul Hakeem Hikmat Publisher: Momand Publications Edition: 1 <sup>st</sup>	حقوق اساسی مقایسوی نویسنده: سید عبدالحکیم حکمت	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
33	Constitutional Law, 1382 Author: Ministry of Justice Publisher: Ministry of Justice Edition: 818	قانون اساسی ۱۳۸۲	Each	
34	Contemporary Jurisprudential views Author: Dr. Yosuf Qazawee Publisher: Ihsan Publications Edition: 1 <sup>st</sup> –Four volumes	دیدگاه های فقهی معاصر نویسنده: داکتر یوسف قرضاوی	Each	
35	Corruption Crime Author: Mohammad Zarif Stanakzai Publisher: Sayeed publications Edition: 1 <sup>st</sup> (1392)	جرایم ناشی از فساد اداری نویسنده: ستانکزئی محمد ظریف	Each	
36	Crime and its Elements Author: Abdul Qadir Uda Publisher: Yaadawaran Publications Edition: 1 <sup>st</sup>	جرم و ارکان آن نویسنده: عبدالقادر عوده	Each	
37	Crimes Against Persons Author: Zhan Purdil translated by Adeeb Publisher: Mizan Publications Edition: 1 <sup>st</sup> (1386)	جرایم علیه اشخاص نویسنده: ژان پردیل ترجمه ادیب چاپ: ۱۳۸۶	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
38	Criminalistics Author: Mohammad Omar Babrak Zai Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	کریمنالستیک نویسنده: محمد عمر ببرک زی	Each	
39	Criminal Procedure Author: Mahmood Akhudi Publisher: Sayeed Publications Edition: Last	آیین دادرسی کیفری نویسنده: محمود آخوندی	Each	
40	Criminal Procedure Code, Amendment of article 26 Author: Ministry of Justice Publisher: Ministry of Justice Edition: Last	قانون اجراءات جزایی با اصلاحات ماده ۲۶	Each	
41	Criminal Procedure Law of Afghanistan Author: Alama Ghulam Haidar Publisher: Ibn-e-Sina University Edition: 4 <sup>th</sup>	اصول محاکمات جزایی افغانستان نویسنده: علامه غلام حیدر ؛ چاپ چهارم	Each	
42	Criminal Procedure Principles, Policies and Perspectives Author: Joshua Dressler Publisher: Sayeed Publications Edition: Last	اصول دادرسی کیفری ، سیاست ها و چشم اندازها نویسنده: جوشوا دریسلا	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
43	Criminology Author: Mohammad Shafi Salihi Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	کریمنولوژی (جرم شناسی) نویسنده: پوهنمل محمد شفیع صالحی	Each	
44	Criminology Author: Gen. Mohammad Azeem Faryabi Publisher: Sayeed Publications Edition: Last	کریمنولوژی (جرم شناسی) نویسنده: برید جنرال محمد عظیم فاریابی	Each	
	<b>D</b>			
45	Description of Civil Code of Afghanistan (Family Law) Author: Nezamuddin Abdullah Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	شرح قانون مدنی افغانستان (حقوق فامیل) نویسنده: نظام الدین عبدالله چاپ: ۱۳۹۱	Each	
46	Description of the Shia Personal Status Law, Author: Ali Reza Mahdayan Publisher: Semat Publications Edition: 1382	شرح قانون احوال شخصیه شیعیان نویسنده: علی رضا مهدیان چاپ: ۱۳۸۲	Each	
	<b>E</b>			
47	Emergence Process of Crime Author: Burhan Khateri Publisher: Khorsandi Publications Edition: 1 <sup>st</sup>	فرآیند تکوین جرم نویسنده: برهان خاطری	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
48	Extraordinary Issue Author: Ministry of Justice Publisher: Ministry of Justice Serial Number: 1115 (1392)	قانون قضایای دولت، تعدیل ماده یکصدودوم قانون مالیات بر عایدات....	Each	
49	Extraordinary Issue, Law on Managing Land Affairs Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1254 (1396)	قانون تنظیم امور زمینداری	Each	
	<b>F</b>			
50	Family Law Author: Abdul Qadir Adalatkhawa Publisher: Ministry of Justice Edition: 1 <sup>st</sup> 1387	حقوق فامیل نویسنده: پوهندوی عبدالقادر عدالتخواه، سال طبع ۱۳۸۷	Each	
51	Family Law Author: Dr. Abdul Rasool Dyani Publisher: Mizan Publications Edition: 1 <sup>st</sup> (1387)	حقوق خانواده نویسنده: دکتر عبدالرسول دیانی چاپ: ۱۳۸۷	Each	
52	Family Rights in Afghanistan Author: Kaba Rasteen Tehrani, & Dr. Najma Yasari Publisher: Max Plank Institute Edition: 1 <sup>st</sup>	حقوق فامیل افغانستان نویسنده: کعبه راستین تهرانی و دکتر نجما یساری	Each	



No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
53	Field of Criminology Author: Dr. Reza Noor Baha Publisher: Ganj Publications Edition: 1 <sup>st</sup>	زمینه جرم شناسی نویسنده: دکتر رضا نوربها	Each	
54	Forensic for Judicial Professionals Author: Mohammad Ehsan Alami Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	طب عدلی برای متخصصین بخش قضاییه نویسنده: محمد احسان عالمی	Each	
55	Forensic Medicine Author: Dr. Mohammad Zahir Publisher: Sayeed Publications Edition: Last	عدلی طب نویسنده: پوهندوی دوکتور محمد ظاهر	Each	
56	Forensic Medicine for judicial specialists Author: Mohammad Ehsan Alemi Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	طب عدلی برای متخصصین بخش قضاییه نویسنده: محمد احسان عالمی	Each	
57	Formation and Jurisdiction of Afghanistan courts Author: Ramin Mushtaqi Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	تشکیل و صلاحیت محاکم افغانستان نویسنده: رامین مشتاقی	Each	
58	Fundamentals of Criminology Author: Dr. Mehdi Publisher: Tehran University Publications Edition: 1 <sup>st</sup>	مبانی جرم شناسی نویسنده: دکتر مهدی کی نیا	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
	<b>G</b>			
59	General Criminal Law of Afghanistan Author: Dr. Ghulam Haidar Alama Publisher: Sayeed Publications Edition: Last	حقوق جزای عمومی افغانستان نویسنده: دکتور غلام حیدر علامه	Each	
60	General Criminal Law Author: Hafizullah Danish Publisher: Sayeed Publications Edition: Last	حقوق جزای عمومی نویسنده: پوهاند حفیظ الله دانش	Each	
61	General Principles of Criminal Law Author: Mortaza Publisher: Ganj-e-Danish Publications Edition: 2 <sup>nd</sup> (1382)	کلیات حقوق جزا نویسنده: مرتضی چاپ: ۲ سال ۱۳۸۲	Each	
62	Get familiar with duties of defense lawyers Author: Najibullah Azizi Publisher: Sayeed Publications Edition: Last	با وظایف وکلای مدافع آشنا شوید نویسنده: نجیب الله عزیزی	Each	
63	Guideline for Records and Proceedings in Court of justice Author: Mawlawi Abdul Baqi Publisher: Supreme Court Edition: 1 <sup>st</sup>	رهنمایی و ثابق و سجلات دعاوی محاکم عدلی نویسنده: مولوی عبدالباقی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
64	Guide to property rights in Afghanistan Author: Folie Conner Publisher: Norwegian Refugee Council or Sayeed publications Edition: 1 <sup>st</sup>	رهنمای حقوق ملکیت در افغانستان نویسنده: فویل کونار	Each	
	<b>H</b>			
65	History of Jurisdiction in Afghanistan Author: Hazrat Gul Hesami Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	تاریخ قضا در افغانستان نویسنده: قضاوت پال حضرت گل حسامی	Each	
66	Holy Quran with color text and Dari translation Author: Tafsir Kabuli Publisher: Ihsan Publications Edition: 1385	قرآن کریم با خط رنگه و ترجمه دری	Each	
	<b>I</b>			
67	Inheritance from Sharia and Law Prospective Author: Abdul Aziz Publisher: Semat Publications Edition: 2 <sup>nd</sup>	احکام میراث از نگاه فقه و قانون نویسنده: پوهاند عبدالعزیز	Each	
68	Inheritance in Islamic Jurisprudence Author: Yunos Yazdan Parast Publisher: Ihsan Publications Edition: 1 <sup>st</sup>	میراث در فقه اسلامی نویسنده: داکتر یونس یزدان پرست	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
69	In the Afghan Constitution Author: Alexandra H. Guhr, Ramin Moschtaghi Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	در قانون اساسی افغانستان نویسنده: الکساندرا هیلال گوهر و رامین مشتاقی	Each	
70	Introduction to the Law Author: Nasrullah Stanakzai Publisher: Kabul University Edition: 1 <sup>st</sup>	مبادئ حقوق نویسنده: پوهندوی نصرالله ستانکزئی	Each	
71	Introduction and Generalities of Law Author: Mohammad Eshaq Rahimi Publisher: Maqsoodi Publications Edition: 1 <sup>st</sup>	مقدمه و کلیات علم حقوق نویسنده: پوهنیار محمد اسحق رحیمی	Each	
72	Introduction to the General Jurisprudential Rules Author: Dad Mohammad Nazeer Publisher: Any Edition: 1 <sup>st</sup>	درآمدی بر قواعد کلی فقهی نویسنده: پوهنوال داد محمد نذیر	Each	
73	Islamic Criminal Law and its Comparison with Man-made laws Author: Rahimullah Rohani Publisher: Sayeed Publications Edition: Last	حقوق جزای اسلام و مقایسه آن با قوانین وضعی نویسنده: رحیم الله روحانی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
74	Islamic Penal Law (Jurisprudence of Al-criminal) Author: Sayeed Publisher: Sayeed Publications Edition: 2 <sup>nd</sup>	حقوق جزا اسلام (فقه الجنایی) نویسنده: سعید چاپ دوم : انتشارات سعید سال ۱۳۹۶	Each	
75	Islamic Specialized Criminal Law Author: Dad Mohammad Nazir Publisher: Hamed Resalaat Publications Edition: 1 <sup>st</sup> (1388)	حقوق جزایی اختصاصی اسلام حقوق نویسنده: دادمحمد نذیر	Each	
	<b>J</b>			
76	Judicial Code of Conduct Author: Supreme Court Publisher: Supreme Court Edition: Last	مقررہ طرز سلوک قضایی (قضات)	Each	
77	Jurisdiction 1395 Author: Dr. Abdul Malik Kamawi, Abdul Qadir Adalatkhawa Publisher: Supreme Court Edition: Last	قضا ۱۳۹۵ نویسنده: دوکتور عبدالملک کاموی، د پوهندوی عبدالقادر عدالتخواه	Each	
78	Jurisdiction 1394 Author: Dr. Abdul Malik Kamawi, Abdul Qadir Adalatkhawa Publisher: Supreme Court Edition: Last	قضا ۱۳۹۴ نویسنده: دوکتور عبدالملک کاموی، د پوهندوی عبدالقادر عدالتخواه	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
79	Jurisdiction 1393 Author: Dr. Abdul Malik Kamawi, Abdul Qadir Adalatkawa Publisher: Supreme Court Edition: Last	قضا ۱۳۹۳ نویسنده: دوکتور عبدالملک کاموی، پوهندوی عبدالقادر عدالتخواه	Each	
80	Jurisdiction 1392 Author: Zamen Ali Behsodi, & Abdul Malik Kamawi Publisher: Supreme Court Edition: Last	قضا ۱۳۹۲ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
81	Jurisdiction 1391 Author: Zamen Ali Behsodi, & Abdul Malik Kamawi Publisher: Supreme Court Edition: 1391	قضا ۱۳۹۱ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
82	Jurisdiction 1390 Author: Zamen Ali Behsodi, & Abdul Malik Kamawi Publisher: Supreme Court Edition: 1390	قضا ۱۳۹۰ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
83	Jurisdiction 1389 Author: Zamen Ali Behsodi, Abdul Malik Kamawi Publisher: Supreme Court Edition: Last	قضا ۱۳۸۹ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
84	Jurisdiction 1388 Author: Zamen Ali Behsodi, Abdul Malik Kamawi Publisher: Supreme Court Edition: 1 <sup>st</sup>	قضا ۱۳۸۸ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
85	Jurisdiction 1387 Author: Zamen Ali Behsodi, Abdul Malik Kamawi Publisher: Supreme Court Edition: Last	قضا ۱۳۸۷ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
86	Jurisdiction 1386 Author: Zamen Ali Behsodi, Abdul Malik Kamawi Edition 1386 Publisher: Supreme Court Edition: Last	قضا ۱۳۸۶ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
87	Jurisdiction 1385 Author: Zamen Ali Behsodi, Abdul Malik Kamawi Publisher: Supreme Court Edition: Last	قضا ۱۳۸۵ نویسنده: قضاوت پوه ضامن علی بهسودی ، قضاوت پوه عبدالملک کاموی	Each	
88	Juvenile Law Author: Ministry of Justice Publisher: Ministry of Justice 1384 Edition: 846	قانون رسیده گی بر تخلفات اطفال	Each	
	<b>L</b>			

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
89	Labor Law Author: Ministry of Justice Publisher: Ministry of Justice Edition serial: 966 (1387)	قانون کار	Each	
90	Law on Campaign Against Financing Terrorism Author: Ministry of Justice, 1393 Publisher: Ministry of Justice Edition: 1146	قانون مبارزه با تمویل تروریسم	Each	
91	Law on Counter Narcotics Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1284	قانون مبارزه با مسکرات و مواد مخدر	Each	
92	Law on Crimes Against Internal and External Security Author: Ministry of Justice Publisher: Ministry of Justice 1366 Edition: 649	قانون مبارزه با جرائم داخلی و خارجی	Each	
93	Law on Combating against Kidnapping and Human Trafficking Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1244	قانون مبارزه علیه اختطاف و قاچاق انسان	Each	



No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
94	Law on Elimination Violence Against Women Author: Ministry of Justice 1388 Publisher: Ministry of Justice Edition: 989	قانون منع خشونت علیه زنان	Each	
95	Law on Mass Media Author: Mohammad Qasim Rahmani Publisher: Hamed Publications Edition: 1 <sup>st</sup>	حقوق رسانه های همگانی نویسنده: محمد قاسم رحمانی	Each	
96	Law on Organization and Jurisdiction of Judiciary Branch of Islamic Republic of Afghanistan Author: Ministry of Justice, 1392 Publisher: Ministry of Justice Edition: 1109	قانون تشکیلات و صلاحیت محاکم قوه قضائیه	Each	
97	Law on Organization and Jurisdiction of Prosecution Office, Serial Number: 1117 (1392) Author: Ministry of Justice Publisher: Ministry of Justice Edition:	قانون تشکیل و صلاحیت خرنوالی جدید	Each	
98	Law on Overseeing the Implementation of Anti- Corruption Strategy Author: Ministry of Justice 1397 Publisher: Ministry of Justice Edition: 1314	قانون مبارزه با فساد	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
99	Law on Personal issues of Shiites Author: Ministry of Justice Publisher: Ministry of justice Serial number: 988 (1388)	قانون احوال شخصیه اهل تشیع	Each	
100	Law on Prison and Detention Center Author: Ministry of Justice Publisher: Ministry of Justice 1386 Edition: 923	قانون محابس و توقیف خانه ها	Each	
101	Law on Procurement and the Law on Supervision and Implementation of Anticorruption Strategy Author: Ministry of Justice Publisher: Ministry of justice Edition: 1186 (1394)	قانون تدارکات و قانون نظارت بر تطبیق ستراتیژی مبارزه علیه فساد اداری	Each	
102	Law on Prohibition of Assaulting Women Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1280 (1396)	قانون منع ادیت و آزار زنان	Each	
103	Legal Glossary Author: Nasrullah Stanakzai Publisher: Kabul University Edition: 1 <sup>st</sup>	قاموس اصطلاحات حقوقی نویسنده: نصرالله ستانکزئی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
104	Legal Terms Dictionary Author: Nasrullah Stanakzai, Abdul Qarar Wasel Publisher: Sayeed Publications Edition: Last	قاموس اصطلاحات حقوقی نویسنده: پوهندوی نصر الله ستانکزئی، پوهندوی عبدالاقرار واصل	Each	
	<b>M</b>			
105	Mass Media Law Author: Ministry of Justice Publisher: Ministry of Justice Edition: 986	قانون رسانه های همگانی	Each	
106	Max Planck Directive Fair Trial According to Laws (Constitution, criminal law, and other laws) Author: Alexandra H. Guhr Publisher: Max Plank Institute Edition: 1 <sup>st</sup>	رهنمود ماکس پلانک موازین محاکمه عادلانه بر اساس قوانین (قانون اساسی، قانون جزا، و سایر قوانین) نویسنده: الکساندرا هیلال گور	Each	
107	Methods of Investigation Author: Hazrat Gul Hesami Publisher: Sayeed Publications Edition: 1 <sup>st</sup> (1396)	روش تحقیق نویسنده: حضرت گل حسامی	Each	
108	Modern Scientific Evidence Author: David L. Faigman Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	شواهد علمی عصری نویسنده: دیوید ایل فایگمن	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
109	Money Laundering and its Pernicious Effects Author: Faridullah Habibi Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	پول شویی و اثار زیان بار آن نویسنده: فرید الله حبیبی	Each	
110	Municipality Law Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1316 (1397)	قانون شاروالی	Each	
	<b>N</b>			
111	National Police and Scientific Discovery of Crime Author: Mohammad Nabi Faizy Publisher: Allama Abdul Hai Habibi Publications Edition: 1 <sup>st</sup> (1387)	پولیس ملی وکشف علمی جرم نویسنده: محمد نبی فیضی چاپ: 1387	Each	
112	New Criminal Procedure Code Author: Ministry of Justice, 1393 Publisher: Ministry of Justice Edition: 1132	قانون اجراءات جزایی جدید	Each	
113	New Penal Code Author: Ministry of Justice Publisher: Ministry of Justice Edition: 1 <sup>st</sup>	قانون جزا جدید (تاریخ نشر ۲۵ ثور سال ۱۳۹۶ مصادف است با ۱۵ می سال ۲۰۱۷؛ نمبر مسلسل ۱۲۶۰ و تعداد صفحات ۷۹۱)	Each	
	<b>O</b>			

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
114	Obligations & Rights Author: Hafizullah Danish, Publisher: Aksos Publications Edition: 1 <sup>st</sup>	حقوق و جايب نويسنده: پوهاند حفيظ الله دانش	Each	
115	Origin of law and criminal justice in Afghanistan Author: Dr. Hussain Ghulami Publisher: German Embassy, or Sayeed Publications Edition: 1 <sup>st</sup>	مباني حقوق و عدالت جزايي در افغانستان نويسنده: داکتر حسين غلامی	Each	
	<b>P</b>			
116	Penal Code Law Author: Abdul Wahab, with amended edition Publisher: Sayeed Publications Edition: Last	قانون كود جزا نويسنده: عبدالوهاب	Each	
117	Penal Code General Part 2 Author: Hafizullah Danish Publisher: Khalid Publications or any Edition: 2 <sup>nd</sup>	حقوق جزا عمومي دو جلد نويسنده: حفيظ الله دانش	Each	
118	Penal Code Private Section Author: Abdul Wahab Publisher: Sayeed Publications Edition: Last	حقوق جزا اختصاصي-جرائم عليه اشخاص نويسنده: عبدالوهاب	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
119	Penology Author: Hafizullah Danish Publisher: Sayeed Publications Edition: Last	پینولوژی (جزا شناسی) نویسنده: پوهاند حفیظ الله دانش	Each	
120	Persian and English Law Culture Author: Qadeer Galkaryan, Nasir Jawad Khani Publisher: Danishyar Publications Edition: 1 <sup>st</sup>	فرهنگ حقوق فارسی و انگلیش نویسنده: قدیر گلکاریان، ناصر جوادخانی	Each	
121	Police Law Author: Ministry of Justice Publisher: Ministry of Justice Edition: 994	قانون پولیس	Each	
122	Principles of Afghanistan Civil Trials Author: Prof. Suraya Umrani Maki Publisher: Max Plank Institute Edition: 1 <sup>st</sup>	اصول محاکمات مدنی افغانستان نویسنده: پروفیسور ثریا عمرانی مکی	Each	
123	Principles of Criminal Trials Author: Dr. Ghulam Haidar Alama Publisher: Sayeed Publications Edition: Last	اصول محاکمات جزایی نویسنده: دکتور غلام حیدر علامه	Each	
124	Principle of Criminal Trials Author: Zarif Alam Stanakzai Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	اصول محاکمات جزایی نویسنده: پوهاند ظریف علم ستانکزی	Each	

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
125	Principles of Enforcement and Criminal Trials Author: Gen. Abdul Qayoom Nezami Publisher: Sayeed Publications Edition: Last	اصول اجراءات و محاكمات جزائي نويسنده: خارنمل جنرال عبدالقيوم نظامي	Each	
126	Principles of Enforcement and Criminal Trials Author: Zareef Alam Stanakzai Publisher: Sayeed Publications or Any Edition: 1 <sup>st</sup>	اصول اجراءات و محاكمات جزائي نويسنده: ظريف علم ستانكزي	Each	
127	Principles of Enforcement and Criminal Trials Author: Mohammad Shafi Salihi Publisher: Sayeed Publications Edition: Last	اصول اجراءات و محاكمات جزائي نويسنده: پوهندوي محمد شفيح صالحى	Each	
128	Prophet's Seerat Author: Ghulam Sayed Sulaiman Publisher: Sayeed Publications Edition: 1398	سيرت النبي نويسنده: غلام سيد سليمان ندوي(رح)	Each	
129	Proportionality of Crime and Punishments Author: Dr. Mansoor Rahemdel Publisher: Semat Publications Edition: 4 <sup>th</sup>	تناسب جرم و مجازات نويسنده: دكتور منصور رحمدل	Each	
	<b>R</b>			

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
130	Rights and Obligations of Women in Islam Author: Kareem Zendan Publisher: Ehsan Publications Edition: 1 <sup>st</sup>	حقوق وتكاليف زن در اسلام نویسنده: کریم زیدان - ترجمه سهیلا رستمی	Each	
	<b>S</b>			
131	Scientific Detection of Crime Author: Waliullah Ansari Publisher: Semat Publications Edition: 7 <sup>th</sup> (1396)	کشف علمی جرایم نویسنده: ولی الله انصاری	Each	
132	Specialized Criminal Law Author: Abdul Wahab Karimi Publisher: Ibn-e-Sina University Edition: 1 <sup>st</sup>	حقوق جزا اختصاصی نویسنده: عبدالوهاب کریمی	Each	
133	Specialized Criminal Law Author: Mohammad Saleh Walidi Publisher: Sayeed Publications Edition: Last	حقوق جزای اختصاصی نویسنده: محمد صالح ولیدی	Each	
134	Specialized Criminal Law, Crimes against Persons Author: Abdul Wahab Karimi Publisher: Ibn-e-Sina University Edition: 1 <sup>st</sup> (1391)	حقوق جزا اختصاصی جرایم علیه تمامیت جسمانی اشخاص نویسنده: عبدالوهاب کریمی چاپ: ۱۳۹۱	Each	



No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
135	Special Islamic Criminal Law Author: Dad Mohammad Nazeer Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	حقوق جزای اختصاصی اسلام نویسنده: پوهاند داد محمد نذیر	Each	
136	Strategic Principles of Criminal Law Author: Dr. Ghulam Haidar Alama Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	اصول راهبردی حقوق کیفری نویسنده: دکتور غلام حیدر علامہ	Each	
	<b>T</b>			
137	Theoretical Criminology Author: Mohammad Kee Naya Publisher: Majd Publications Edition: 1 <sup>st</sup> (1392)	جرم شناسی نظری نویسنده: دکتور محمد کی نیا	Each	
138	Treatise of Crimes and Punishments Author: Sazar Pakarya Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	رسالہ جرایم و مجازات نویسنده: سزار بکاریا ہا	Each	
	<b>V</b>			
139	Violence Against Daughter... Author: Karim Nala Askari Publisher: Sayeed Publications Edition: 1 <sup>st</sup>	خشونت علیہ دختر... نویسنده: خاریندیار کریم نالہ عسکری	Each	
	<b>W</b>			

No.	Item Description	Book Name in National Language	Unit	Unit Cost USD
140	Women Sociology Author: Pamlla Aboot M. Mehraqi Publisher: Nai Publications Edition: 1 <sup>st</sup> (1391)	جامعه شناسی زنان نویسنده: پاملا آبوت-مترجم منیژه مهرآقی چاپ: ۱۳۹۱	Each	

## Annex - D

### IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Goods. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Goods.

Place of delivery	<b>IDLO Kabul Office, located at The Baron Kabul, near KIAA/RS Abbey Gate, Hawa Shanasi Road, Khawaja Rawash or within Kabul city districts, Kabul, Afghanistan</b>
Delivery date	<p>The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services/ goods provided by the Contractor.</p> <p>IDLO will review the quality of goods/services and deliverables continuously during the initial 12 months of the agreement. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for another 12 months. The overall duration of the contract will not exceed 24 months.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

---

## **Annex - E**

### **IDLO General Terms and Conditions for the Procurement of Goods**

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions and adherence to the Supplier Code of Conduct for the Procurement of Goods.

**ANNEX 1**

**IDLO GENERAL TERMS AND CONDITIONS  
FOR THE PROCUREMENT OF GOODS**

1.	GENERAL STANDARDS OF PERFORMANCE .....	3
2.	PERSONNEL .....	3
3.	SOURCE OF INSTRUCTIONS .....	4
4.	PACKING .....	4
5.	DELIVERY AND SUPERVISION .....	4
6.	TRANSPORT AND FREIGHT .....	5
7.	EXPORT AND IMPORT LICENSES.....	5
8.	CUSTOMS CLEARANCE .....	5
9.	INSPECTION AND ACCEPTANCE .....	5
10.	PAYMENT .....	6
11.	TAXES .....	6
12.	TITLE .....	6
13.	TITLE TO EQUIPMENT SUPPLIED BY IDLO .....	7
14.	COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS.....	7
15.	CONFIDENTIALITY.....	7
16.	DATA PROTECTION.....	8
17.	ADVERTISING.....	8
18.	STANDARDS OF CONDUCT .....	8
19.	CONFLICT OF INTEREST .....	9
20.	SUB-CONTRACTING .....	9
21.	INSURANCE .....	9
22.	WARRANTY.....	10
23.	DELAY IN IMPLEMENTATION .....	10
24.	TERMINATION .....	11
25.	FORCE MAJEURE .....	12
26.	LIABILITY AND INDEMNITY .....	12
27.	NON-WAIVER OF RIGHTS .....	13
28.	AMENDMENTS AND ADDITIONS TO THE CONTRACT .....	13
29.	PRIVILEGES AND IMMUNITIES .....	13
30.	APPLICABLE LAW AND SETTLEMENT OF DISPUTES.....	13
31.	PUBLICATION OF CONTRACTS.....	14
32.	CONTRACT EXECUTION .....	14

## **GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS**

The present General Terms and Conditions for the Procurement of Goods (hereinafter referred to as “General Terms and Conditions”) set forth the general terms and conditions applicable to any Contract for Goods (Purchase Order) or Framework Agreement for Goods issued by IDLO (the “Contract”).

### **1. GENERAL STANDARDS OF PERFORMANCE**

- (a) The Contractor shall execute the contract with due diligence and efficiency, conform to a high standard of moral and ethical conduct and in accordance with best professional practices. The Goods should be provided with full regard to expediency and quality.
- (b) The Contractor shall keep accurate and systematic records of its work.
- (c) The Contractor shall promptly furnish IDLO with any such information relating to the Goods as IDLO may reasonably request.
- (d) The Contractor shall comply with any order given by the Coordinator and shall keep the Coordinator informed of all developments with regard to the provision of the Goods.
- (e) Time shall be of the essence for delivery of all Goods.
- (f) The Contractor shall respect and abide by all applicable laws, ordinances, rules, and regulations in force in the partner country bearing upon the performance of its obligations under the terms of the Contract. The Contractor shall further ensure that its personnel also respect and abide by all such laws, ordinances, rules and regulations.
- (g) The Contractor acknowledges and agrees that the Contract shall be performed in the location(s) indicated in the Contract. Any delays or failure to perform contractual obligations as a result of the general conditions inherent to such location(s) shall not in itself constitute force majeure under Article 25 of these General Terms and Conditions.
- (h) Under no circumstances shall the Contractor infringe intellectual property rights of a third party in the provision of the Goods.
- (i) If the Contractor will execute the Contract as part of a joint venture or consortium, it must so notify IDLO. The composition or constitution of the joint venture or consortium shall not be altered without prior written consent of IDLO. Documentation of the joint venture or consortium, including any contracts outlining the legal or other relationships between the members of the joint venture or consortium, must be provided to IDLO upon its request. Regardless of the status of the joint venture or consortium the Contractor shall be bound with respect to the obligations under the Contract and shall be liable for performance of the Contract in accordance with its terms.
- (j) IDLO reserves the right to require original receipts. It also reserves the right to audit the Contractor’s accounts and records in the event that it has a good faith reason to believe that the Contractor has acted in violation of the IDLO Supplier Code of Conduct and/or applicable law and the Contractor shall cooperate to the maximum extent possible in any such investigation.

### **2. PERSONNEL**

- (a) Nothing contained herein shall be construed as establishing or creating between IDLO and the Contractor the relationship of employer and employee or principal and agent. The Contractor agrees that the position of the Contractor is that of an independent Contractor.
- (b) As the Contractor has legal status independent of IDLO, it shall be solely responsible for the professional and technical competence of its employees, officials, agents and representatives

(hereinafter referred to as the “Contractor’s Personnel”) and/or subcontractors and will select, for work under the Contract, reliable and competent individuals who shall perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

- (c) Should IDLO determine that an individual employed or subcontracted by the Contractor has violated these standards or the terms of the Contract, IDLO shall so inform the Contractor, who will, if requested by IDLO, take immediate steps to remove said individual from work under this Contract, without prejudice to its requirement for satisfactory completion of said work.
- (d) IDLO reserves the right to choose the personnel or the personnel seniority level for the provision
- (e) The Contractor’s Personnel:
  - (i) shall comply with all the terms and obligations of the Contract;
  - (ii) shall not be considered in any respect as being employees, consultants, agents or affiliates of IDLO;
  - (iii) shall not have any power to commit IDLO in respect of any obligation or expenditure whatsoever; and
  - (iv) where applicable, shall comply with IDLO security protocol or guidance from IDLO security staff.

### **3. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to IDLO in connection with the provision of the Goods. The Contractor shall refrain from any action which may adversely affect IDLO and shall fulfill its commitments with the fullest regard to the interests of IDLO.

### **4. PACKING**

- (a) The Contractor will pack the goods with appropriate materials and with due care, in accordance with the normal commercial standards of packing for this type of merchandise (i.e. standard commercial practice). Such packing materials used must be adequate to safeguard the Goods while in transit.
- (b) The Goods shall be packed and marked in a proper manner and in accordance with the instructions stipulated in the Contract, any statutory requirements and any requirements of the transporters and manufacturers. In particular, the Goods shall be marked with the Contract for Goods (Purchase Order) or Work Order number issued by IDLO (if applicable), the net, gross and tare weights. The name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. A document containing, at a minimum, the description of the Goods (including accessories and attached spare parts) and its main sub-element, the user manual in English, and the maintenance and repair manual in English, shall also be provided with the Goods (as relevant).
- (c) All packaging materials shall be considered non-returnable and shall be destroyed.
- (d) The Contractor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

### **5. DELIVERY AND SUPERVISION**

- (a) The Contractor shall provide the Goods at the place specified in the Contract, and within the



delivery period stipulated in the Contract. All manuals (including for installation, service, maintenance and repair), instructions, warranties, and any other information relevant to the Goods shall be in English, unless otherwise stipulated in the Contract. All warranties must be valid, regardless of language. Notwithstanding any term used in this Contract, risk of loss, damage to, or destruction of the Goods shall be borne by the Contractor until IDLO takes physical delivery of the Goods in accordance with the terms of the Contract.

- (b) The IDLO Coordinator, as defined in the Contract, shall oversee the Contractor's delivery of the Goods and verify that the Contractor carries out the tasks specified in this Contract and in accordance with the Contract.
- (c) In case of any impediment which may result in the Contractor not abiding by the terms of the Contract, the Contractor shall immediately notify the Coordinator; such notification shall not release the Contractor from fulfilling its obligations under the Contract. IDLO may, at its discretion, accept deviations from the terms of the Contract without prejudice to any other rights and remedies set forth herein. Any deviations shall only be approved by IDLO in writing.

## **6. TRANSPORT AND FREIGHT**

Unless otherwise stipulated, transport arrangements shall be undertaken by the Contractor, which shall be responsible for payment of freight and insurance costs of the Goods from the Contractor to the delivery address stipulated in the Contract.

## **7. EXPORT AND IMPORT LICENSES**

- (a) If any export license or any other governmental authorization is required for the export of Goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such license or governmental authorization. In the event of failure to obtain such a license or authorization within a reasonable time, IDLO may declare the Contract or a particular Contract for Goods (Purchase Order) or Work Order invalid.
- (b) If any import license or any other governmental authorization is required for the import of Goods, it shall be the obligation of the Contractor to obtain any such license or governmental authorization. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such license or governmental authorization.

## **8. CUSTOMS CLEARANCE**

The Contractor shall be responsible for customs clearance into the country of receipt of the Goods. Subject to and without waiver of its privileges and immunities as an intergovernmental organization, IDLO may to the extent possible facilitate the provision of such clearance.

## **9. INSPECTION AND ACCEPTANCE**

- (a) IDLO shall have the right, before payment, to conduct an inspection of the Goods ordered under this Contract on the premises of the Contractor, during manufacture, in the places of shipment, during transport, or upon delivery at the destination identified in the Contract, and the Contractor shall provide, when possible, all facilities for any such inspection. IDLO may issue a written waiver of examination at its own discretion. Inspections carried out by the representatives of IDLO or any waiver thereof shall not prejudice the implementation of other

relevant provisions of the Contract concerning obligations assumed by the Contractor including technical specifications.

- (b) In the case of Goods ordered on the basis of specifications forming part of the Contract, an acceptance inspection shall always be carried out by IDLO upon receipt of the Goods to ensure their conformity with the specifications by IDLO. Goods not expressly accepted will be deemed as rejected. Written notice of acceptance or rejection of the Goods shall be promptly transmitted to the Contractor. If IDLO does not exercise its right to terminate the Contract, IDLO may postpone any payment due to the Contractor for such rejected Goods until replacement by accepted Goods. Unless within a reasonable time of receipt of notice of rejection the Contractor collects the rejected Goods, IDLO may dispose of them as IDLO shall deem fit.
- (c) IDLO shall bear the expenses of such inspections as mentioned in paragraphs (a) and (b) above.
- (d) In case of rejection of the Goods, where IDLO allows, the Contractor shall make every effort to provide Goods conforming to the requirements of the Contract. In such case, a new inspection may be carried out by IDLO. The Contractor shall bear the expenses of such an inspection.

## **10. PAYMENT**

- (a) Unless expressly stipulated otherwise in the Contract, IDLO shall make payment by means of a bank remittance within thirty (30) days of the later of (1) receiving an invoice and corresponding documents as specified in the Contract, and (2) acceptance of the Goods by IDLO.
- (b) The price of the Goods shall be firm for the entire duration of the Contract and as stated in the Contract, and may not be increased, except by the express written agreement of IDLO.
- (c) IDLO shall not pay any charge for late payment unless this has been expressly agreed to in writing.
- (d) IDLO shall not be responsible for any gains or losses as a result of currency conversion.
- (e) Payment shall not be made for Goods that have not been accepted as provided for in Article 9 of these General Terms and Conditions. Payment alone by IDLO shall not be deemed to be acceptance of Goods.
- (f) Advance payment shall only be made if expressly authorized by IDLO in the Contract and only where normal commercial practice or the interests of IDLO so require.

## **11. TAXES**

- (a) The Contractor shall be responsible for the payment of taxes, charges or other levies, if any, with respect to compensation or other payments received from IDLO.
- (b) Consistent with its status as an intergovernmental organization, IDLO should in principle be exempt from taxation, charges and other levies, including value added tax (VAT).
- (c) In countries where IDLO is exempt from taxation, including from value added tax (VAT), the Contractor shall, in principle, not charge VAT and shall be responsible for the payment of all other applicable taxes, charges, or other levies. With regard to VAT, different arrangements may be required in specific countries.
- (d) In countries where IDLO is not exempt from taxation, the Contractor shall include all taxes due by IDLO under the applicable legislation of such countries in the price.

## **12. TITLE**

The Contractor guarantees that the Goods supplied by it are unencumbered by any third party's

proprietary rights. Title to any Goods shall pass to IDLO upon its acceptance of the Goods.

**13. TITLE TO EQUIPMENT SUPPLIED BY IDLO**

Title to any equipment and supplies that may be furnished by IDLO shall rest with IDLO and any such equipment shall be returned to IDLO upon termination of the Contract, when no longer needed by the Contractor or when requested by IDLO. Such equipment, when returned to IDLO, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall compensate IDLO for equipment determined to be damaged or degraded beyond normal wear and tear.

**14. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

- (a) The Contractor guarantees that the Goods provided by it are unencumbered by any third party's proprietary rights, including in relation to pre-existing rights.
- (b) All intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to the deliverables, products or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract, shall be irrevocably and fully vested in IDLO. At IDLO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to IDLO.
- (c) This provision covers all territories worldwide and shall continue in full force after the separation or termination of the contractual relationship between the Contractor and IDLO until the term of protection afforded by the applicable Intellectual Property laws expires, unless otherwise stipulated by IDLO and the Contractor. The Contractor agrees that any use of materials developed while under contract with IDLO shall not be used subsequent to the termination of this Contract with IDLO without IDLO's express written permission.

**15. CONFIDENTIALITY**

- (a) The Contractor is required to exercise the utmost discretion during the performance of the Contract. The Contractor may not communicate to any other person, government, or authority external to IDLO any information known to it by reason of its contractual relationship with IDLO which has not previously been made public, except with the written authorization of IDLO. Nor shall the Contractor at any time use such information to private advantage.
- (b) The Contractor shall be liable for any breach of confidentiality or any indirect disclosure that could harm the interests of IDLO. The extent of any such liability shall be directly proportional to the extent of the damage caused.
- (c) All documents, papers, reports, notes, correspondence, maps, drawings, diagrams, visual demonstrations, concepts, ideas, photographs, mosaics, plans, drafts, recommendations, estimates and all other data compiled by or received by the Contractor under this Contract in oral, written, graphic, electronic, or any other form or medium whatsoever, shall be the property of IDLO, unless otherwise stipulated, and shall be treated as confidential, and shall be delivered only to the Coordinator. The Contractor shall not retain copies of such documents and data, and shall not use them for purposes unrelated to the Contract without prior written consent of IDLO.
- (d) The Contractor, as well as any of its employees or any person acting on behalf of the Contractor, shall not use any information acquired or developed in the course of this Contract for any purpose not authorized in writing by IDLO.

## 16. DATA PROTECTION

- (a) Any personal data collected, stored, or transferred by IDLO in connection with this Contract will be processed for the purpose of the performance, management and monitoring of this Contract by IDLO and for any other related and compatible purpose, pursuant to the IDLO Personal Data Protection Policy (the "Policy", <https://www.idlo.int/about-idlo/transparency-and-accountability>).
- (b) Pursuant to the Policy, Data Subjects have the right of access to their personal data and the right to rectify any such data. If Data Subjects have any queries concerning the processing of personal data, they may address them to IDLO (email: [dataprotection@idlo.int](mailto:dataprotection@idlo.int)). Data Subjects who believe their right to data protection under the Policy has been infringed may pursue redress according to article 7.2 of the Policy.
- (c) Where the Contract requires processing personal data, the Contractor may act only under the supervision of the data controller and shall adopt appropriate technical and organizational security measures necessary to preserve the integrity of any personal data provided by IDLO and limit access to and use of such data to that necessary for the performance, management and monitoring of this Contract. The Contractor shall report to IDLO on any disclosure of such personal data to external parties and any data breach impacting the Contractor.

## 17. ADVERTISING

Unless authorized in writing by IDLO, the Contractor shall not advertise or otherwise make public the fact it is supplying Goods to IDLO. The Contractor shall not use the name, emblem, or official seal of IDLO or any abbreviation of the name of IDLO for advertising or for any other promotional purpose.

## 18. STANDARDS OF CONDUCT

- (a) The Contractor shall respect fundamental social and human rights.
- (b) The Contractor shall abide by the IDLO Supplier Code of Conduct and observe the principles of the IDLO Anti-Corruption and Anti-Fraud Policy.
- (c) No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal or the Contract, have been given or received in connection with the selection process or in the Contract execution. IDLO does not charge fees at any stage of the procurement or contracting process, whether for supplier registration, bids/proposal submission, contract/agreement award, or payment issuance.
- (d) The Contractor hereby confirms that neither it, its staff, nor any other recipients of funds under this Contract, have engaged in, or will engage in, any of the following activities:
  - (i) support or funding, directly or indirectly, of any drug trafficking or terrorism related activities or any individuals or entities associated with terrorism;
  - (ii) any practice inconsistent with the rights set forth in the Convention on the Rights of the Child; or
  - (iii) sexual exploitation, abuse or harassment, or exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or engaging in any sexual activities that are exploitive or degrading to any person. The Contractor shall also take all appropriate measures to prevent such activities. For the purposes of this Contract, sexual activity with any person less than eighteen (18) years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person.
- (e) The Contractor warrants that no official or employee of IDLO has been or shall be admitted by it to any direct or indirect benefit arising from this Contract or the award thereof.

- (f) The Contractor warrants that neither it, its staff, nor any other recipients of funds under this Contract, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union.
- (g) The Contractor warrants that neither it, nor any individual working for the Contractor, including agents or sub-contractors, have offered or will offer third parties or seek, accept or be promised from or by third parties, for themselves or for any other party, any gift, remuneration, compensation or profit of any kind whatsoever, which could be interpreted as an illegal or corrupt practice.
- (h) The Contractor acknowledges and agrees that the provisions of this Article constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle IDLO to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. Notwithstanding the foregoing, IDLO reserves its right to bring any direct action against the Contractor.

## **19. CONFLICT OF INTEREST**

The Contractor shall take all necessary measures to prevent any situation that could compromise or negatively affect the impartial and objective performance of the Contract. Any such conflict of interest which may arise at the time of entering into the Contract or during the execution of the Contract shall be notified to IDLO without delay. A conflict of interest can arise in particular as a result of economic or political interest, family connection, or any other relevant connection or shared interest.

## **20. SUB-CONTRACTING**

- (a) The Contractor shall not, without the prior and express written approval of IDLO, assign, transfer, pledge, or make other disposition of this Contract or any part thereof, or any of the Contractor's rights or obligations arising out of the Contract to third parties or sub-contract any part of the work required under this Contract to third parties.
- (b) Any authorized sub-contract must be in writing.
- (c) In the event that IDLO authorizes the Contractor to sub-contract part or all of the obligations under the Contract to third parties, the Contractor shall nonetheless remain bound by its obligations to IDLO under the Contract.
- (d) The Contractor shall be required to include in any sub-contract provisions enabling IDLO to enjoy the same rights and guarantees in relation to subcontractors as it enjoys in relation to the Contractor. However, the Contractor shall insert no language in any subcontract asserting or implying a direct relationship between IDLO and said subcontractor.
- (e) The terms of any sub-contract shall nonetheless be subject to the provisions of this Contract.

## **21. INSURANCE**

- (a) During the period of execution of and performance under the Contract, the Contractor shall insure against all risks or loss, damage or injury caused by the Contractor, the Contractor's Personnel, or by any person acting on behalf of the Contractor.
- (b) The Contractor shall provide maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (c) The Contractor shall maintain all appropriate worker's compensation insurance, or its equivalent, with respect to its employees or subcontractors to cover claims for personal injury

or death in connection with this Contract.

- (d) The Contractor shall also maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury or loss of or damage to property, arising from or in connection with the provision of the Goods or the operation of vehicles, boats, airplanes, or other equipment owned or leased by the Contractor or the Contractor's Personnel or subcontractors performing work or services in connection with this Contract.
- (e) The Contractor shall have sole responsibility for the consequences of a total or partial lack of insurance coverage.
- (f) The Contractor shall, upon IDLO's request, provide IDLO with satisfactory evidence of the insurance required under this Article.

## **22. WARRANTY**

- (a) The Contractor warrants that it is appropriately licensed to conduct business in the place of performance and is not the subject to any investigation or claim that could adversely affect Contract implementation.
- (b) The Contractor warrants that the Goods are:
  - (i) new, unused and free from defects in design, workmanship or materials;
  - (ii) of the quality, quantity, and description required by the Contract; and
  - (iii) free from any right or claim of a third party, including rights or claims based on copyright, patent, or other industrial or intellectual property rights.
- (c) The Contractor warrants that the Goods including packaging conform to the specifications for the Goods ordered under this Contract are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Contractor by IDLO.
- (d) The Contractor warrants and certifies that it will repair or replace, without expenses to IDLO, any components or Goods which prove to be defective in design, workmanship, or materials within the period of the warranty from the date of receipt of satisfactory delivery by IDLO.
- (e) For the Goods ordered, the Contractor shall maintain reasonably constituted services to handle requests from IDLO for technical assistance on maintenance, service, repairs, and overhaul of the Goods.
- (f) Breach of this warranty may result in Contract termination as allowed for in this Contract, and/or result in the Contractor being blacklisted from the IDLO supplier database or other databases to which IDLO subscribes or contributes.

## **23. DELAY IN IMPLEMENTATION**

- (a) Without prejudice to Article 21 and Article 26, if the Contractor fails to provide the requested Goods within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day of delay in the provision and delivery of the Goods.
- (b) IDLO may, at its discretion, accept deviations from the deadline specified in the Contract, without prejudice to any other rights and remedies, and deduct from the price stipulated in the Contract for the outstanding balance, as penalties, a sum equivalent to 0.5% per day for each day of delay, not including weekends or public holidays in the location of performance, up to a maximum of 10% of the contractual price of the delayed Goods.

- (c) After the period set forth in paragraph (b) above, IDLO may terminate the Contract without incurring any liability for termination charges or any other liability of any kind by notice given in writing, or terminate the deliveries of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind.

## **24. TERMINATION**

- (a) Termination of part of the delivery of Goods:

Without prejudice to the provisions on force majeure in these General Terms and Conditions, if the Contractor fails to provide any or all of the Goods fully in accordance with the terms and conditions of the Contract, including the time period specified, IDLO may, by notice given in writing, terminate the performance of such parts or part thereof as to which there has been default without incurring liability or termination charges of any kind. In case payments were made in advance, the Contractor shall reimburse IDLO for Goods fully or partially not provided.

- (b) Termination of Contract for breach by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if the Contractor is in breach of its obligations under the Contract.

- (c) Termination of Contract in other cases of failure by the Contractor:

IDLO shall have the right to terminate the Contract immediately without prior notice and indemnity, and to demand the payment of any sums already paid to the Contractor, if any of the following cases is established:

- (i) the Contractor ceases to practice his profession or carry out his business wholly or for a large part; or
- (ii) the Contractor submits false, materially inaccurate, or incomplete information; or
- (iii) the Contractor offers incentives, inducements, or other benefit to any IDLO employees; or
- (iv) the Contractor does not deliver or delivers unsatisfactorily the Goods; or
- (v) the Contractor applies for a moratorium or applies to be declared insolvent, is granted a moratorium or declared insolvent, is declared bankrupt or offers a settlement in lieu of bankruptcy; or
- (vi) the property of the Contractor is attached; or
- (vii) to the extent the Contractor is not a natural person and loses its status as a legal person, is wound up, or in actual fact is liquidated.

The Contractor shall immediately inform IDLO of the occurrence of any of the above-referenced events.

- (d) Obligations and rights relating to termination for breach or failure by the Contractor:

- (i) In the event of a breach under paragraph (b) above or a failure under paragraph (c) above, the Contractor shall be bound to compensate IDLO for all damage, costs, and loss of interest, including all amounts due until the original termination date of the Contract, as well as all costs incurred by IDLO in legal and non-legal proceedings, including those for legal assistance, as a consequence of having to terminate the Contract. IDLO shall have the right to withhold any amount due under the present Article from any amount otherwise due to the Contractor from IDLO under this or any other contract. The provisions set forth in the present Article do not exclude the right of IDLO to exercise other legal rights, including its right to impose liquidated damages or to demand payment or compensation for damages.

- (ii) In such cases, IDLO may procure the Goods from other sources and may hold the Contractor liable for any excess cost occasioned thereby, and IDLO shall have the right to cancel any scheduled delivery or part thereof.
  - (iii) IDLO, at its own discretion, is legally entitled to carry out itself or to have carried out any contractual obligation for which the Contractor is in default, at the full expense and risk of the Contractor.
- (e) Termination of Contract at the initiative of the Contractor:
- The Contractor may terminate the Contract for cause with thirty (30) days' written notice. The Contractor shall be entitled to pro-rata payment for any Goods delivered prior to such termination.
- (f) Termination of Contract at the initiative of IDLO:
- IDLO may terminate the Contract for any reason with thirty (30) days' written notice. Upon receipt of notice of termination by IDLO, the Contractor shall take immediate steps to bring the work or service to a close in a prompt and orderly manner. The Contractor shall reduce expenses to a minimum and shall not undertake any further commitments under the Contract from the date of receipt of such a notice. The Contractor shall be entitled to pro-rata payment for any Goods delivered prior to such termination.

## **25. FORCE MAJEURE**

- (a) Force majeure as used herein means any unforeseeable and irresistible act, event or circumstances arising from causes beyond the control and without the fault or negligence of either Party to the Contract that renders a Party unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. Such acts, events or circumstances shall include, but are not limited to: acts of terrorism; wars (whether declared or not declared) or invasions; insurrections, riots or civil disturbances; blockades, embargoes, sanctions or currency and trade restrictions; acts of State, laws or regulation; plague, epidemics, natural disaster or extreme natural event (such as landslides, earthquakes, storms, lightning, floods and washouts); or explosions, fire destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy.
- (b) Neither Party shall be considered in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by force majeure which arises after the date when the Contract enters into force.
- (c) If either Party considers that force majeure affecting the performance of its obligations has occurred, it shall promptly notify the other party (the "Other Party"), giving full particulars in writing, including its probable duration and its effect on the Party's ability to perform. On receipt of this notice, the Other Party shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including: granting a reasonable extension of time; suspending contractual or other corresponding obligations for a reasonable period of time; or termination of the Contract under the terms and conditions provided for in Article 24. A Party shall only be relieved from liability for non-performance of its obligations once the existence of force majeure has been agreed by the Other Party, which shall not unreasonably deny it.

## **26. LIABILITY AND INDEMNITY**

- (a) IDLO shall not under any circumstances or for any reason whatsoever be held liable for loss, damage or injury sustained by the Contractor or by any person acting on behalf of the Contractor, including sub-contractors, during the performance of the Contract. IDLO shall not accept any claim for compensation or repairs in respect of such damage.



- (b) The Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against any and all actions, claims, losses or damages arising out of acts or omissions of the Contractor, sub-contractors or the Contractor's and sub-contractor's Personnel in and relating to the performance of the Contract, including with respect to third parties. In particular, the Contractor shall indemnify, protect and defend, at its own expense, IDLO and its agents and employees from and against:
  - (i) any action or proceeding based upon a claim that the Goods, or part thereof, constitute an infringement of any patent, registered design or copyright and the Contractor shall pay all damages and costs awarded against IDLO flowing from any such action or proceeding. However, in case there is found to be an infringement, the Contractor shall, at its own expense, either procure for IDLO the right to continue using the Goods or modify them so they become non-infringing, or, with the approval of IDLO, remove said Goods and refund the order price, the transportation and the installation costs to IDLO; and
  - (ii) all actions, suits, claims, demands, losses, charges, costs and expenses that IDLO may suffer or incur as a result of, or in connection with, any breach of this Contract, including, but not limited to, third party claims regarding ownership of the Goods.

## **27. NON-WAIVER OF RIGHTS**

Failure of, or delay by, IDLO in the exercise of any rights or remedies provided by the Contract shall not be deemed a waiver of any rights of IDLO and shall not release the Contractor from fulfilling its obligations.

## **28. AMENDMENTS AND ADDITIONS TO THE CONTRACT**

- (a) IDLO and Contractor personnel named or identified in the Contract are subject to change at any time without necessitating an amendment to the Contract. The other Party shall be notified of any changes in writing as soon as practicable.
- (b) All other provisions of the Contract and the Annexes thereto may be amended or supplemented only by means of a supplementary written agreement signed by the authorized representatives of the Parties.

## **29. PRIVILEGES AND IMMUNITIES**

Nothing contained in the Contract or any course of dealing between the Parties shall be deemed a waiver, express or implied, of any privilege or immunity that IDLO enjoys as an international intergovernmental organization. In addition, nothing contained in the Contract or relating thereto shall confer any privilege or immunity on the Contractor or on the Contractor's Personnel.

## **30. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- (a) Given IDLO's status as an intergovernmental organization, the Parties expressly agree that their rights and obligations under the Contract shall be governed first by the terms and conditions of the Contract, and second by the general principles of international law, to the exclusion of any single national system of law.
- (b) Except as otherwise provided in the Contract, any dispute between the Parties concerning the interpretation and performance of this Contract shall be settled amicably by negotiation.
- (c) If the dispute cannot be settled in accordance with paragraph (b) above, the matter shall, at the request of either Party, be settled by arbitration in accordance with the Arbitration Rules of the

United Nations Commission on International Trade Law (“UNCITRAL Rules”) in effect on the date of commencement of the arbitration. The number of arbitrators shall be one and the sole arbitrator shall be nominated by the Parties. In the absence of agreement on the appointment of the arbitrator, the appointing authority for the arbitrator shall be the Secretary-General of the Permanent Court of Arbitration in The Hague. The forum of the arbitration shall be Rome, Italy. The language of the arbitration shall be English, and all stages of the proceedings shall be confidential. Each Party shall be responsible for the costs of its own representation and participation in the arbitration, but the costs of the arbitration itself shall be shared equally. Any arbitration award shall be final and binding on the Parties. The sole arbitrator shall have no authority to award punitive damages. All notices served in respect of settlement of disputes by way of arbitration shall be sent by registered mail and email. The initiation of arbitral proceedings shall not be deemed per se a termination of this Agreement.

**31. PUBLICATION OF CONTRACTS**

The Contractor acknowledges and agrees that IDLO may publish a list of contractors to which contracts are awarded, including an indication of the subject and value of the contracts awarded.

**32. CONTRACT EXECUTION**

- (a) This Contract, including any amendments, may be executed in counterparts which, when taken together, will constitute one Contract. Copies of this Contract will be equally binding as originals and scanned, photographed or PDF counterpart signatures by authorized representatives delivered by email or other means of electronic transmission will be sufficient to evidence execution. In such cases, IDLO may require the Contractor to execute and provide it an original signed Contract or other proof of authorization or authentication.
- (b) The Contractor expressly consents to the use of any procedures for delivery and acceptance of electronic signatures that have been or may be established by IDLO and agrees in that context that the electronic signature by the Contractor or IDLO shall be treated the same as a handwritten signature and shall be treated as valid and legally binding.

---

## Annex - F

### IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

**1. Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

**2. Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

**3. Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

#### Labor:

**4. Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**5. Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

**6. Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

---

**7. Discrimination:** IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground of race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

**8. Working Hours:** IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

**9. Compensation:** IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

**Human Rights:**

**10. Human Rights:** IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Health and Safety:** IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

**13. Mines:** IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

**Environment:**

**14. Environmental:** IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

---

**18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Drug trafficking and Terrorism:**

**19. Drug Trafficking:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

**20. Terrorism:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

**Bribery & Corruption:**

**21. Corruption:** IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

**22. Conflict of Interest:** IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**23. Gifts and Hospitality:** IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

**24. Monitoring and Evaluation:** IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.