

Tender Reference:

CW/SY/PUMPS/AUG/2021

CONCERN WORLDWIDE**PURCHASING TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Supply/services Provider” 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 supplies agreement, 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 Supply/services Provider shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

3) Assignment: The Supply/services Provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

4) Corruption: The Supply/services Provider 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 Supply/services Provider agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

5.1) 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 Supply/services Provider under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

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

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

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

8.1) 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.

8.2) In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Supply/services Provider must inform the Buyer of the full particulars in writing. If the Supply/services Provider 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.

8.3) If the Supply/services Provider 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.

9.1) 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 of Concern Worldwide and/or lack of funding. In such a case the Supply/services Provider shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supply/services Provider, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.2) Should the Supply/services Provider 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 Supply/services Provider shall provide the Buyer with all manufacturers' warranties. The Supply/services Provider 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 Supply/services Provider shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supply Provider will either replace the item at their cost or reimburse the Buyer.

11) Inspection and Test: The Supply/services Provider 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 do not comply with the specification, the Buyer will inform the Supply/services Provider in writing. In such a case the Supply/services Provider shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supply/services Provider.

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 the Supply/services Provider and Buyer may negotiate an

equitable adjustment to the contract, provided that the Supply/services Provider claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

13) Export License: If an export license or licenses are required for the goods, the Supply/services Provider has the responsibility to obtain that license or licenses.

14) Payment Terms: Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

15) Ethics: The Code of Conduct to which Concern expects all of its Supply/services Providers to respect is as follows;

- 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 labor laws are complied with.

16) Environmental Standards

Supply Providers 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

17) Rights of Concern Worldwide: Should the Supply/services Provider 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 Supply/services Provider, 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 Supply/services Provider liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.

18) Rights of access for audit purposes: Concern Worldwide is contractually obliged to facilitate certain donor's direct access to Supply Providers for audit purposes. This obligation is extended to all Concern Supply/services Providers.

19) No Agency: This order does not create a partnership between the Buyer and Supply/services Provider or make one party the agent for the other for any purpose.

20) Contract Termination: The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.

21) ECHO Complains: All Concern Supply/services Providers must be compliant with supply, works contracts awarded within the framework of humanitarian actions financed by the European Union (Ref: ECHO FAP, Annex III)

22) GDPR: Concern Worldwide will only contract with organizations who can demonstrate that they are in compliance with the General Data Protection Regulation (EU 2017/679) and who will enter into appropriate contractual data controller – data processor agreements which satisfy the requirements of Articles 28 of GDPR.