

**Tender Reference:**

**FWA-IRQ-EBL-VHL-1024**

### CONCERN WORLDWIDE

#### PURCHASING TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Supply 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 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 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 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 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 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 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 authorisation 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 Provider shall not advertise nor make public the fact that it is supplying goods to the Buyer, nor shall the Supply 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 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 Provider must inform the Buyer of the full particulars in writing. If the Supply 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 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 Provider shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supply 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 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 Provider shall provide the Buyer with all manufacturers' warranties. The Supply 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 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 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 Provider in writing. In such a case the Supply Provider shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supply 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 Provider and Buyer may negotiate an equitable adjustment to the contract, provided that the Supply 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 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 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 labour 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 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 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 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 Providers.

**19) No Agency:** This order does not create a partnership between the Buyer and Supply 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 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.