

Concern Worldwide- Ethiopia

Standard Bidding Document (SBD)

For the

Procurement of Light Vehicles Rental Service

**Ref.: IFB 07- 2024**

**CONCERN WORLDWIDE- ETHIOPIA P.O. BOX 2434 ADDIS ABABA-ETHIOPIA**

# December 2024

**TABLE OF CONTENTS**

 **Item Line Description**

Section 1: General Instruction to Tenderers

Section 2 Evaluation of Bid and award of Contract

Section 3 Tenderer’s Declaration

Section 4 CONCERN WORLDWIDE’s Purchasing Terms and Conditions

Section 5 Additional Annexes

 Annex A: Programme Participant Protection Policy

 Annex B: Company Own vehicle registration form

## Section 1 – General Instructions to Tenderers

1.1 **Tender Procedure**

###  *1.1.1 Documents*

 Persons invited to tender shall hereinafter be referred to as **"Tenderers".**

 The following documents will be made available to Suppliers for tendering purposes:

* Instructions to Tenderers.
* Form of Tender.
* Conditions of Tender.
* Concern’s Programme Participant Protection Policy, Code of Conduct and associated policies

 The above documents shall hereinafter be called **"The Tender Dossier".**

 Tenderers shall check to their satisfaction that all documents are completed and the submission of a Tender shall be accepted as confirmation that the Tenderer has been in possession of all documents and that their Tender is based on these documents.

#### 1.2.1 Clarification

 Any queries on or requests for clarification of any Tender document shall be submitted in writing (e-mail accepted).

All clarifications will be made by Concern in writing and such clarifications will be notified to all Tenderers.

All clarifications shall be attached to all Tender Documents, when the documents are submitted, all will be considered as part of the Tender Documents.

 Queries should be addressed to:

Kevin Fitzpatrick- Operations Director

Email Address: kevin.fitzpatrick@concern.net

Concern Worldwide- Ethiopia

#### 1.1.3 Addenda or Corrigenda

Prior to the date for the submission of Tenders, Concern may issue Addenda or Corrigenda to clarify, modify, or add to the Tender Documents. A copy of each Addendum or Corrigendum will be issued to every Tenderer and shall become part of the Tender Documents; receipt thereof shall be promptly acknowledged by the Tenderer in writing.

1.1.4 Tenderers are required to prepare and submit a separate envelop for **technical** **proposal** and **financial** **proposal**. Financial proposals will be opened after technical analysis is complete.

**Please note:** Valid trade licence (licensed to trade in Ethiopia), VAT & TIN certificate, signed tender declaration and bid security bond must be part of technical envelop.

1.1.5 Prices quoted by the tenderer shall be fixed during the Bidder’s Performance of the Contract and not subject to variation on any account, unless otherwise specified in the Special Conditions of Contract. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.

1.1.6 Prices shall be quoted in **ETB/DAY** rate with VAT and without Fuel cost for each type of vehicles. Additionally, tenderers should include their **tax deceleration**.

#### 1.1.7 Suggestions for Modifications

If the Tenderer considers that he/she can offer any advantage by any modification to the Conditions of Contract, the specification or the service specified he/she may submit with his/her tender a document giving details of such suggested modifications. Each alternative offer shall contain all necessary technical and financial information clearly indicating the cost implications to concern reserves the right to accept or reject any alternative offer submitted. However, any such offer will only be considered if it accompanies a bona fide Tender, which itself constitutes a fully priced alternative Tender.

#### 1.1.8 Reservations or Qualifications

Subject to Condition 1.1.7 above, no Tender, which incorporates reservations or qualifications, will be regarded as valid unless it is considered by the Client that the reservations or qualifications are warranted by special circumstances.

#### 1.1.9 Return of Tenders

 Tenderers must submit their tender in a **sealed and stamped envelope** indicating; the tender reference number, name and address of the tenderer and addressed to:

### Concern Worldwide, Addis Ababa Ethiopia Country office Shola Market Yeka Sub- city, Kebele 13/14 Telephone: + 251 11 661 17 30

And shall bear the name and number of the tender and delivered by hand, at **10:00 am** on or before**01st January 2025**.Tenders will be opened in Concern Country office Addis Ababa on **1st January 2025 at 10:30** bids will be opened with the presence of tenderers and/or their legal representatives.

**Please note the following points:**

* **Financial proposal** should be submitted with separate envelope (Original and Copy), No other documents should be included with financial offer envelop.
* **Technical proposal** should be submitted with separate envelope (Original and Copy), the technical document should include the following: complete company profile, valid business license, VAT & TIN Certificate, Company’s own vehicles title certificates (Libre), recommendation letters, Bid security bond, Comprehensive Vehicle Insurance, Tender Declaration, Signed & Stamped Concern CoC and associated polices and other relevant documents.

 Tenders, which are not received by the closing date and time given above in person, will be treated as late tenders and will not be accepted.

 ***If the envelope is not sealed and marked as instructed above, concern will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by concern and returned to the tenderer.***

#### 1.1.10 Specifications;

* Detailed specifications of the vehicles required to be leased as stated on the Tender advert notice.
* Tenderers should only quote for those vehicles specified on the tender advert. Offer should be **on daily base with VAT and without fuel cost**. Concern will cover the **fuel cost**. Driver’s **related costs** and other associated **vehicle costs** shall be covered by the rental Company.
* Tenderers are also allowed to bid **collectively** or per **vehicle Type**
* Any offer for specific regions, locations or distances shall be rejected. Concern expects uniform rates for each region stated on the tender advert.

#### 1.1.11 Cost of Tendering

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 Concern shall not make any reimbursement of any costs incurred by Tenderers in preparing and submitting this Tender.

#### 1.1.13 Contract detail

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 Concern wish to sign an 18 month (Eighteen Month)framework agreement with successful tenderers upon completion of the tender process**,** to be used in any part of Ethiopia where we have activities/operations and projects offices like; SNNPR, Gambella, Amhara, Tigray, Afar, Somali and Oromia regions.

1.1.14 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding document directly from the Procuring Entity. To give prospective tenderers reasonable time in which to take an addendum into account in preparing their bids. Concern may, at its discretion, extend the deadline for the submission of bids.

1.1.15 Tenderers may seek administrative review, any application for review must be submitted in writing to the System Director, within five working days from the date the tenderer knew, or should have known, of the circumstances giving rise to the complaint. If the Operations Director (or their designate) does not issue a decision within fifteen days, or the tenderer is not satisfied with the decision, the tenderer may submit a complaint to the Country Director of Concern Worldwide Ethiopia. The decision of the Country Director shall be final without any appeal.

1.1.16 Bid Security

 The tenderer should submit **100,000.00ETB (One hundred thousand birr)** as bid security bond in the form of CPO or bank guarantee, during the submission of the technical proposal.

* + 1. Concern considers tenderers as eligible suppliers when they fulfil the below administrative requirements;
* Valid business licenses or certification for related business issued from the Government of Ethiopia.
* Signed and stamped tender declaration
* TIN and VAT certification
* POS (point of sale) cash register machine print out.
* Legal capacity to enter into a contract; Not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing; and
* Have fulfilled their obligations to pay taxes according to the laws of Ethiopia Government and able to bring tax decerebration for tax paid from the amount Concern issue payments.
* All the vehicles **MUST BE DUTY PAID**
* All vehicles must have a valid **comprehensive insurance coverage.**
* Bid Security Bond

## Section 1.2 – Method of Tenderers

##### 1.2.1 Realistic Prices

 It is expected that, tenderers will offer realistic prices and all insertions shall be made in **INDELIBLE INK**.

###### *1.2.2 Errors of Extension or Addition*

######

 In the event of there being any errors of extension or addition in the priced request for quotations, they shall be corrected, the rates being taken as correct.

 In such a case, the effect will be that the total amount of the Tender will be altered so that this amount agrees with the amount arrived at after the errors have been corrected.

###### *1.2.3 Schedules and Attachments*

 The Tenderer shall complete all schedules and attachments, which shall be submitted as part of the Tender Documents. Failure to do so may render the Tender liable to rejection without further consideration.

#### **Section 1.3 - Conditions of Tenders**

##### 1.3.1 Acceptance of Tenders

* The tenderer agrees that the client does not bind themselves to accept the lowest bid or any tender in whole or in part thereof. Should any erasure, omission or addition be made to the Form or Tender, or should any particulars not be completed in every respect the Tender may be considered invalid.
* The Client reserves the right to cancel the tendering process and reject any or all tenders at any time prior to award of the Contract without rendering the Client liable to the tenderers, nor will the Client be responsible for or pay for any expenses or losses incurred by the tenderers in the preparation of their tender.

##### 1.3.2 Return of Documents

 This document together with documents listed in 1.1.1 above shall be returned complete and intact with the tender. Otherwise, the tender may be rejected.

 All tenderers shall include the following information and documents with their tenders:

* Completed Form of Tender
* Signed Tenderer’s declaration form
* Total annual turnover expressed as total volume of work performed in each of the last three years; **2020, 2021 & 2022 G.C**
* Experience in works of a similar nature and volume for each of the last three years, and details of service in hand and contractual commitments; clients who may be contacted for further information on those contracts;
* List of company’s owned fleet with their model (only required vehicles). **Note**: **Vehicle that are not eligible for rental business will not be considered.**
* Qualifications and experience of drivers and other company key personnel staff profile
* A comprehensive Method Statement detailing all procedures to be undertaken to supply the vehicles to confirm to the best standards. Generic statements are not acceptable.
* Separate envelope technical and financial proposal with Original and copy envelops.

**Please note: No other documents should be included in the financial proposal envelope.**

**Section 2 - Evaluation of Bids and Award Contract**

###### 2.1.1 Confidentiality

* Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation for contract award, shall not be disclosed to tenderer or any other persons not officially concerned with such process until the award to the successful tenderer has been announced.
* Any effort or attempt by a tenderer to influence Concern in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions will result in the rejection of its bid.

###### 2.1.2 Clarification of Bids

* To assist in the examination, evaluation, comparison and post-qualification of the bids, Concern may, at its discretion, ask any tenderer for a clarification of its bid.
* Any clarification submitted by a tenderer that is not in response to a request by Concern shall not be considered.
* Concern’s request for clarification and the response shall be in writing.
* No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by Concern in the evaluation of the financial offers.

###### 2.1.3 Responsiveness of Bids

Concern’s determination of a bid’s responsiveness is to be based on the contents of the bid itself.

A substantially responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

* Affects in any substantial way the scope, quality, or performance of the services specified in the tender document;
* Limits in any substantial way, inconsistent with the tender document, the procuring entity’s rights or the tenderer’s obligations under any resulting Contract; or
* If rectified would unfairly affect the competitive position of other tenderer’s presenting substantially responsive bids.

###### 2.1.4 Nonconformities, Errors, and Omissions

Provided that a bid is substantially responsive, Concern may waive any non-conformity or omission in the bid that does not constitute a material deviation.

Provided that a bid is substantially responsive, Concern may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the tenderer to comply with the request may result in the rejection of its bid.

Provided that the bid is substantially responsive, Concern shall correct arithmetic errors on the following basis:

* If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Concern there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
* If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above

###### 2.1.5 Examination of Bids and Determination of Responsiveness

Concern Worldwide-Ethiopia will determine whether each Bid:

* Meets the eligibility criteria defined in article 1.1.17
* Has been properly sealed
* Is accompanied by the required documentation
* Is substantially responsive to the requirements of the bidding documents.

If a bid is not substantially responsive to the tender document, it shall be rejected and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

###### 2.1.6 Evaluation and Comparison of Bids

Concern Worldwide-Ethiopia shall **ONLY** evaluate those bids that comply with the administrative requirements as stated on article 1.1.17

To evaluate a bid, Concern shall only use the factors, methodologies and criteria defined below. No other criteria or methodology shall be used.

|  |
| --- |
| **Qualification Criteria** |
| **Detailed Points with weights** |
| 1 | Financial offer based on daily basis rental fee for each model vehicles **(Maximum Score 60%)** | Least bid from bidders who pass the technical evaluation  |
| 2 | **Technical evaluation (Maximum score 40%)**  | Required Fleet size **Owned vehicle** (15%) Copy of vehicles title certificate (Libre) should be presented with the technical envelop. Minimum required feet size of all type is **8 Vehicle.**  |
| **Experience** with international humanitarian and UN agencies 10%. Please note: the letters should be recent from **2021** to date  |
| Company’s office setup (5%) |
| Workshop (owned outsourced) (5%)  |
|  |  | Delivery/Lead Time (5%) |

**Minimum/Average number of required vehicle/s per month**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/N** | **Vehicles Type** | **Model** | **Year of manufactured** | **Average required vehicles per month** |
| 1 | Toyota Land Cruiser Hard-top (Long base), 3 Doors, 11 Seat with complete seat belt. | HZJ78 | 2008 and above | 15 |
| 2 | Toyota Land Cruiser Hard-top (Mark II),5 Doors, 8 Seat with complete seat belt  | HZJ76 | 2010 and above | 10 |
| 3 | Toyota Land Cruiser single Pick-up,2 Doors, 3 Seat with complete seat belt | HZJ79 | 2008 and above | 10 |
| 4 | Toyota Land Cruiser double Pick-up,2 Doors, 5 Seat with complete seat belt | HZJ79 | 2010 and above | 5 |
| 5 | Coaster bus, with capacity of 30 peoples  | MITSUBISHI or TOYOTA | 2010 and above | 1 |
| 6 | Mini-bus-, with carrying capacity 15 peoples | TOYOTA | 2010 and above | 1 |
| 7 | Sedan Car, with carrying capacity 5 peoples | All type | 2010 and above | 2 |

**Please note that:**

* **Concern shall only conduct a site visit to your office and workshop for those bidders who score 15% and above from 1st two technical evaluations (owned fleet size and experience with similar agencies)**
* **The financial offer will not be opened during tender opining session and remain until the technical evaluation process completed. Concern will only open the financial proposal/offer for those bidders who score 20% or above on the technical evaluation.**
* **Tenderers that score 20% or above on the technical evaluation will be considered as a “potential vehicle rental companies”. So Concern will select companies for each model vehicles based on the least offer among the potential companies.**

To evaluate financial bid, Concern shall consider the following:

* The bid price as confirmed on tender declaration
* Price adjustment for correction of arithmetic errors and
* Price adjustment due to discounts offered in accordance

**Note: The estimated effect of any price adjustment during the period of implementation of the Contract will not be taken into account in Bid evaluation.**

**Section 2.2 - Award of Contract**

**2.2.1 Award Criteria;**

Concern shall **ONLY** award the Contract to the Bidder whose Bid successfully

2.2.2 Notification of Proposed Award

Prior to the expiration of the period of bid validity, Concern shall notify all Bidders in writing of the successful bid, but this notification shall not constitute a contract award. This notification shall be made at least five working days prior to the award of contract.

2.2.3 Award and Signing of Contract

Promptly after notification of the proposed award and the elapse of the notification period, Concern shall send an agreement to the successful tenderer.

Within 3 days of receipt of the Agreement, the successful tenderer will sign, date, and return it to Concern Worldwide-Ethiopia Country office (Addis Ababa)

Upon the furnishing by the successful tenderer of the Contract Security (if required), concern will, within one week, notify the other bidders that their bids have been unsuccessful. Concern shall promptly respond in writing to any unsuccessful Bidder who requests Concern in writing to explain on which grounds its bid was not selected.

## SECTION 2.3 - FORM OF TENDER (FINANCILA BID FORM)

##

**Tender ref.: IFB no 07/2024**

### Concern Worldwide-Ethiopia, Addis Ababa Ethiopia Country office Shola Market Yeka Sub- city, kebele 13/14 Telephone: + 251 11 661 17 30

* + 1. Having examined the Instructions to Tenderers, Form of Tender, Conditions of Contract, Specification and Additional Information for the execution of the above named Service, we the undersigned, offer to effects therein in conformity with the Tender Documents ***for the fixed price through the Contract duration***, for the Tender

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S/No** | **Vehicles Type** | **Model** | **Year of Manufactured** | **Daily rental unit price with VAT and without fuel** | **Locations****/Regions** | **Lead Time to deliver the required vehicle/s in days** |
| 1 | Toyota Land Cruiser Hard-top (Long base), 3 Doors, 11 Seat with complete seat belt. | HZJ-78 | 2008 and above |  | All Regions |  |
| 2 | Toyota Land Cruiser Hard-top (Mark II), 5 Doors, 8 Seat with complete seat belt. | HZJ-76 | 2010 and above |  | All Regions |  |
| 3 | Toyota Land Cruiser single Pick-up, 2 Doors, 3 Seat with complete seat belt | HZJ79 | 2008 and above |  | All Regions |  |
| 4 | Toyota Land Cruiser double Pick-up,2 Doors, 5 Seat with complete seat belt | HZJ79 | 2010 and above |  | All Regions |  |
| 5 | Coaster bus, with capacity of 30 peoples  | MITSUBISHI or TOYOTA | 2010 and above |  | All Regions |  |
| 6 | Mini-bus-, with carrying capacity 15 peoples | TOYOTA | 2010 and above |  | All Regions |  |
| 7 | Sedan Car, with carrying capacity 5 peoples | All type | 2010 and above |  | All Regions |  |

* + 1. In the event of there being any errors of extension or additions on the priced Request for Quotations, we agree to their being corrected, the rates being taken as correct.

* + 1. We undertake, if our Tender is accepted, to commence the provision of the service within the period stated in the Form of Contract after receipt of the Client's notice to commence, and complete the whole of the service comprises in the Contract within the time for completion stated in the Conditions of Contract.

* + 1. It is understood that it is the sole responsibility of the service provider to familiarise himself/ herself with the site and determine local conditions and project scope; including any special conditions on hazards and that this will in no way cause further payments or any extension of time but will prevent redundancy of the vehicles in period of bad conditions (road and weather) which may affect the pay per day worked.

* + 1. We agree to abide by this tender for a period of **one and Half year** (**18 months)** from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration period.

* + 1. Unless and until a formal Agreement is prepared, signed and executed, this Tender, together with your written acceptance thereof shall not constitute a binding Contract between us.

2.3.7 We understand that you are not bound to accept the lowest or any tender you may receive.

It is understood that if the Contract is terminated for any cause, that there will cease to be any legally binding contract between the two parties and that the service provider will be paid according to the days worked as supported by the Log sheets duly filled in by the driver.

Dated this ............day of...……… ….2025

Signature ...............................………….….

In the capacity of........................…………..

Duly authorised to sign tenders for and on

Behalf of.................................………………

Address...................................……………...

Witness...................................………………

Address...................................………………

Occupation..............................……………....

**Section 3 – Tenderer’s Declaration**

As part of your tender, each tenderer must submit a signed declaration using the following format.

………………………………………………………………………………………………

In response to your letter of **invitation** to tender for the above contract, we, the undersigned, hereby declare that:

* 1. We have examined and accept in full the content of the dossier for invitation to tender (Including Concern’s Programme Participant Protection Policy) No. **IFB 07-2024.** We hereby accept its provisions in their entirety, without reservation or restriction.

* 1. We offer to complete the service, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:

* 1. The price of our tender for provision of vehicles for hire/day with VAT, without fuel cost;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **S/No**  | **Vehicles Type**  | **Model**  | **Year of Manufactured**  | **Daily rental fee with VAT and without fuel**  |
| 1 | Toyota Land Cruiser Hard-top (Long base), 3 Doors, 11 Seat with complete seat belt. | HZJ-78 | 2008 and above |   |
| 2 | Toyota Land Cruiser Hard-top (Mark II),5 Doors, 8 Seat with complete seat belt  | HZJ-76 | 2010 and above |  |
| 3 | Toyota Land Cruiser single Pick-up,2 Doors, 3 Seat with complete seat belt | HZJ79 | 2008 and above |   |
| 4 | Toyota Land Cruiser double Pick-up,2 Doors, 5 Seat with complete seat belt | HZJ79 | 2010 and above |   |
| 5 | Coaster bus, with capacity of 30 peoples  | MITSUBISHI or TOYOTA | 2010 and above |  |
| 6 | Mini-bus-, with carrying capacity 15 peoples | TOYOTA | 2010 and above |  |
| 7 | Sedan Car, with carrying capacity 5 peoples | All type | 2010 and above |  |

* 1. This tender is valid for a period of **one and half years (18 months)** from the date of signing of the tender contract.

* 1. If our tender is accepted, we undertake to provide a performance guarantee as required by the instructions to tenderers.

* 1. We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
	2. We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
	3. We aware that Concern will only hire the vehicles when it is needed

We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.

* 1. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.
	2. The Code of Conduct to which Concern expects all of its suppliers to respect is as per the points listed below and we confirm that we adhere to this code.
* 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.

### Environmental Standards

Service 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

Yours faithfully

Name and first name: …………………………………………………………………>

Title: <……………………………………………………………………………………>

Duly authorised to sign this tender on behalf of:

**<**………………………………………………………………………………………...…**>**

Place and date: <…………………………………………………………….……………>] Stamp of the firm/company:

### 2. VEHICLE HIRE SERVICE TURNOVER

|  |
| --- |
| **Total annual volume of Vehicle hire services executed in last three years**  |
| **Value (State Currency)**  | **Vehicle Hire Service Expressed as Percentage of** **Total-Turn over**  |
|  |  |

### 3. DETAILS OF SIMILAR CONTRACTS

|  |
| --- |
| **Contract of a similar nature carried out as Main Service Provider over last three years. The Values shall be in the same currency as used for Item 2. Above.**   |
| Location  |  Name of client  | Type of service Performed and Year of Completion  |  Value of Contract  |
|                                    |                                    |                                    |                                    |

 (Attach additional details as appropriate)

## Section 4 – Concern Worldwide’s Purchasing Terms and Conditions

### CONCERN WORLDWIDE

**PURCHASING TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Client” refers to Concern Worldwide. The term “Supplier” refers to the entity named on the order and contracting with the Client. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

### GENERAL TERMS AND CONDITIONS

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

1. **Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

1. **Assignment:** The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Client.

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

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 Supplier 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 Client upon request.

* 1. The Suppliermay 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 Client. These obligations do not lapse upon termination of the contract.

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

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

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

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

1. **Cancellation:** The Client 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 and **when applicable** the Supplier shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

* 1. Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Client 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.

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

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

1. **Changes:** The Client reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Client may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Client within 30 days from being notified of any change.

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

1. **Payment Terms:** Unless otherwise agreed, payment terms will be net 20 working days from receipt of a correctly Concern Log sheet from project offices and prepared invoice from the company.

1. **Ethics:** The Code of Conduct to which Concern expects all of its suppliers 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.

#### Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:  Waste Management.

* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

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

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

1. **Rights of access for audit purposes:** Concern Worldwide is contractually obliged to facilitate certain donor’s direct access to suppliers for audit purposes. This obligation is extended to all Concern suppliers.

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