

Hoodmand Humanitarian & Rehabilitation Organization (HHRO)

CONTRACT FOR PURCHASING THE Products/goods/services

BETWEEN:

**Hoodmand Humanitarian & Rehabilitation Organization (HHRO) as ("Purchaser") and
(name of the company :.....) as ("Seller").**

The signed contract between the parties for purchasing of the products/goods/services is effective from [date: to **date :.....**] and will expire on (date:.....) with the following terms and conditions:

1.General Purchasing Terms

- 1.1 HHRO is agreed to purchase, and the Seller is agreed to sell products/goods/services , which has already been finalized by both parties.
- 1.2 The company assures it is a registered and certified legal entity for selling such items (products/goods/services) as per the country laws) and will provide a copy of its certificate to HHRO as a required document of this contract.
- 1.3 Seller warrants that the performance of this contract, and the specified products/goods/services supplied under this contract, will comply with all applicable laws and regulations of Afghanistan.
- 1.4 The company ensures, that all the products/goods/services provided are based on the quoted list and no change is made in quantity, type, expiration date, or company of the product.
- 1.4 The company ensures to provide the quality control, GMP and COPP attested certificates for each drug item and any other required documents by HHRO/MoPH.
- 1.5 Seller agrees to indemnify and hold HHRO harmless from any and all claims or liabilities incurred by HHRO as a result of Seller's actions or omissions in performing this contract.
- 1.6 HHRO reserves the right to reject any goods that are defective in material or workmanship, in addition to any other legal remedies.
- 1.7 This initial contract is signed for # of month. However, in case of need three months/quarter (before supply of the quarter) the contract will be reviewed by both parties in order to bring required products/goods/services in the contract's contents based on the market conditions.

2.Price

- 2.1 The total cost for products/goods/services is amount of **AFN.....**and the total price for products/goods/services is **AFN**of this contract, and the supply of products/goods/services will depend on the purchase order.

3.Shipment and Delivery Terms

- 3.1 Seller will arrange for shipment of the products/goods/services, at Seller's expense, to HHRO's main office.
- 3.2 Seller will provide appropriate notification to HHRO for shipment to enable HHRO to inspect the products/goods/services prior to shipment and handing over.
- 3.3 Seller will retain title to, and risk of loss for, the products/goods/services until they are delivered to HHRO delivery address and physically handed over.

4. Delivery Schedule

- 4.1 Time is of the essence in performing this contract, and seller will ensure that the products/goods/services are delivered to the delivery address with fixed agreed date and time and no later than the [date:.....]
- 4.2 For any delay later than the agreed date the company will pay a 1% of the contract price per day as a penalty.

5.Payment Terms

- 5.1 HHRO will pay the purchase order price via cash/check to the Company's Official bank account number to the Seller after one month and completion of the products/goods/services delivery is confirmed by the technical team and the procurement documents are submitted to the finance department.
- 5.2 All invoices and other necessary documents shall be sent to the attention of the HHRO representative (General Director or his assignees) and after check and confirmation for accuracy will get validity for the payment.
- 5.3 When the company receives a purchase order from HHRO, HHRO will be made payment after completing of supply as per the purchase order.

6.Duties, Taxes, Customs Clearance

- 6.1 Seller is responsible for paying all applicable sales taxes, and ensuring that all necessary licenses or customs clearances are obtained.
- 6.2 HHRO will collect the procurement tax based on the Governmental tax laws and will submit to tax collection departments ASAP.
- 6.3 2 % tax from will be deducted based on the purchase order amount.

7.Termination

- 7.1 HHRO may terminate this Contract at any time if the contract terms not obtained by the seller.

- 7.2 This Contract may be terminated immediately by either party in the event of a breach of the provisions herein by the other party, in addition to whatever remedies or damages are provided under the governing law.
- 7.3 This Contract may be terminated by either party in the event of any intervening force majeure (natural disaster, war, etc.) recognized under the governing law.

8. Miscellaneous

- 8.1 Seller shall not assign its rights or obligations under this Contract, in whole or in part, nor enter into any subcontract to perform any portion of this Contract, without the written consent of HHRO.
- 8.2 This Contract supersedes any and all other agreements, oral or written, between HHRO and Seller with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Contract other than that which is contained herein shall be binding upon the parties.
- 8.3 **CODE OF CONDUCT:**
By signing this contract, the Contractor acknowledged that he/she had read the HHRO Code of Conduct and PSEA-Code of conduct (Annex-1) that breaching it would result in disciplinary action.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by their authorized representatives below:

Hoodmand Humanitarian & Rehabilitation Organization (HHRO)	<u>Finance Department</u>	
General Director	Hoodmand Humanitarian & Rehabilitation Organization (HHRO)	
_____ Signature/Stamp	_____ Signature	
_____ Name	_____ Name:	
_____ Title	_____ Title:	

DATE:__

DATE_

Hoodmand Humanitarian & Rehabilitation Organization (HHRO)
Operation Department:

Signature

Name

Title

DATE:__

Signature

Name

Title

DATE:__

ANNEX-1

Prevention of Sexual Exploitation and Abuse (PSEA) clauses for partnership contracts for any service providers and suppliers working for HHRO.

“The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. Any breach of the provision by the Contractor shall entitle HHRO to terminate the contract with immediate effect.”

The contractor acknowledges and agrees that HHRO has a policy of "zero tolerance" for sexual exploitation and abuse. The contractor and its employees, staff and/or subcontractors shall not be involved in any sexual exploitation or abuse. For the purposes hereof, the following definitions shall be used¹:

Sexual exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

The contractor shall take all necessary action to prevent sexual exploitation or abuse of any of its employees or any other person engaged and under its control, as well as any corrective action in the event that a situation of sexual exploitation or abuse occurs².

Contract has to take the following measures to prevent and respond to sexual exploitation and abuse may include, but are not limited to:

- (1) A clear prohibition against any involvement in a situation of sexual exploitation or abuse;
- (2) Mandatory background checks for all personnel prior to recruitment;
- (3) PSEA training for all personnel;
- (4) Mandatory reporting of all allegations of SEA;
- (5) Referral of all survivors of SEA to immediate and professional assistance; and
- (6) Investigation of all reported allegations of SEA and implementation of corrective action.

The above code of conducts are applicable on duty and off duty from the time of signing.

Any breach of the provision by the Contractor shall entitle HHRO to terminate the contract with immediate effect.”

¹ UN Secretary-General's Bulletin ST/SGB/2003/13, 2003. <https://undocs.org/en/ST/SGB/2003/13>

² Corrective action is defined as actions taken to correct or rectify the situation following a SEA incident.