

STANDARD VENDOR AGREEMENT FOR GOODS

This Vendor Agreement is made and entered as of ___ day of _____ 2021

BETWEEN

CARE India Solutions for Sustainable Development a company registered under section 25 of the Companies Act, 1956 (now section 8 of the Companies Act, 2013) having its corporate office at Module No. 411 | 4th Floor | NSIC-MDBP Building | Okhla Industrial Estate, Phase-III, New Delhi – 110020 through its Authorized Signatory (hereinafter called “**CISSD**” which expression unless repugnant to the context and/or expressly excluded shall include its assigns) party of the first part;

AND

_____, a Company/ firm, situated at _____ (hereinafter referred to as the “**Vendor**” which expression shall unless repugnant to the context hereof, be deemed to mean and include its successors and assigns) party of the second;

Both CISSD and the Vendor are also referred to individually as “party” and collectively as “parties”;

WHEREAS the Vendor is desirous of providing its goods in accordance with the requirements of CISSD;

AND WHEREAS CISSD and the Vendor duly represent and warrant that the parties have the legal right and competence to enter into this Agreement and perform the obligations listed herein.

NOW THEREFORE IN CONSIDERATION OF MUTUAL PROMISES, IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER:

- 1)**GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with and governed by the laws of the Republic of India, and within the exclusive jurisdiction of courts in Delhi unless agreed otherwise in writing by parties without regard to its choice of law /rules.

- 2)**SCOPE OF WORK:** The Vendor shall provide to CISSD the goods of the description as set out in the Purchase Order issued by CISSD to the Vendor which shall be read in conjunction with this Agreement. The placement of the Purchase Order with the Vendor is expressly conditioned on the Vendor’s acceptance of the terms contained in this Agreement, including without limitation, the Order shall not be filled at prices higher than stated or for different quantities. Any additional or different terms or conditions in any communication from the Vendor are expressly objected to and are not effective or binding; unless CISSD agrees to the same in writing; and no such additional or different terms are part of a contract between CISSD and the Vendor, even if CISSD accepts performance under the Order. Any objection by the Vendor to the terms hereof shall be ineffective and deemed waived by the Vendor when the Vendor accepts the Order. Each Purchase Order terminates sixty (60) days after the Delivery Date,

except as set forth herein or as CISSD shall notify the Vendor in writing. **The Purchase Order Number above shall be shown on all invoices, communications, and other similar documents.**

- 3)**PRICE:** The prices stated in the Purchase Order are complete; the Vendor shall add no additional charges. The Vendor warrants that the prices charged are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods. The Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on its invoice as separate items, and shall bear such costs as part of total Price charged. If the Vendor's travel reimbursement shall be made under this Agreement, then the Vendor shall follow CISSD's travel policies and be subject to CISSD's per diem rates. Invoices in duplicate are required. CISSD will pay the Vendor as specified in the Purchase Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made no later than thirty (30) days after the later of: CISSD's acceptance of the Goods or CISSD's receipt of the relevant invoice for proper performance. The Vendor shall be paid full compensation for Goods properly delivered subsequent to the termination date and handing over of materials relating thereto approved by CISSD, such as work-in-progress, plans, drawings, and specifications; and subject to the Vendor returning all CISSD property, advances and other related materials in the possession of the Vendor to the satisfaction of CISSD. The title shall vest in CISSD for any such materials for which CISSD has paid the Vendor in accordance with this Agreement. Any adjustments in the Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Agreement and/or Purchase Order including any agreed penalty for the same may, at CISSD's option, be made by CISSD before payment; but failure to do so shall not deprive CISSD of the right to do so later. CISSD may withhold ten percent (10%) from payment of the final invoice to ensure that all the Goods conform to this Agreement and Purchase Order and all necessary documentation has been properly received.
- 4)**QUALITY:** The Vendor warrants that the Goods are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CISSD accepts the Goods, (b) all materials created for CISSD in accordance with this Agreement and Purchase Order [other than materials pre-existing this Agreement and prepared for other customers] shall be original work, shall be deemed work for hire and shall not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. The Vendor warrants that it shall vest all title and rights to the Goods in CISSD and provide CISSD any documentation that CISSD may request relating to its ownership of the work. If no quality is specified in this Agreement and/or Purchase Order, then the Goods delivered must be of the best quality as recognized by market standards and conforming to or exceeding all specifications provided by the Vendor.
- 5)**CONDUCT:** The Vendor undertakes to avoid exploitation of child labor and shall not discriminate on the basis of race, ethnicity, religion, gender, disability with respect to the Goods provided to CISSD either at its premises or otherwise. The Vendor shall comply with: (a) the office and security policies and directives of CISSD; (b) CISSD's policy prohibiting harassment and discrimination; and (c) such other policies as CISSD may make known to the Vendor. The parties are independent contractors of each other, and: (a) each party is responsible for all payments relating to the Goods, including without limitation applicable taxes, fees, social security of Vendor personnel, income tax withholding, and insurance; (b) both parties are solely responsible to comply with all statutory provisions pertaining to their own employees and resources; (c) neither party is an agent of the

other, has the authority to enter into any contract or obligation on behalf of the other party; and (d) nothing herein shall create an employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other.

- 6) **ANTI CORRUPTION:** The Vendor shall comply with all laws and regulations applicable to its performance hereunder. The Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CISSD staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor's employees or businesses or ventures related to the Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.
- 7) **SHIPPING, PACKING, DELIVERY:** Unless otherwise stated in the Purchase Order, all Goods shall be shipped freight prepaid D.D.U Destination, and CISSD will pay no charge for packing, boxing or cartage. The Vendor is solely responsible for any loss of or damage to any Goods before receipt by CISSD at Destination. Each package of Goods will contain documentation showing shipper's name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export notices, or similar documentation shall be sent at time of shipment to CISSD at the address stated in this Agreement as well as to the Destination, if different. Time is of the essence and delivery of Goods shall be strictly in accordance with this Agreement and the Purchase Order. Delays in shipment or otherwise, for whatsoever reason shall be reported immediately to CISSD, and the Purchase Order payment shall be subject to a late arrival penalty. Partial deliveries may not be accepted; immediately inform and communicate to CISSD in advance if a partial delivery is requested.
- 8) **ASSIGNMENT AND SUB-CONTRACTING:** The Vendor shall not assign its responsibilities under this Agreement and/ or Purchase Order to any third party, without prior written permission from CISSD. Similarly, the Vendor shall not sub-contract its duties and responsibilities to provide Goods under this Agreement and/ or Purchase Order to a third party, without receiving prior written permission from CISSD. Further, if CISSD does grant the Vendor permission to sub-contract its duties and responsibilities under this Agreement and/or Purchase Order or part thereof, then the said sub-contractor must be apprised and bound by the same covenants as are mentioned in this Agreement and the Purchase Order issued to the Vendor.
- 9) **INSPECTION AND ACCEPTANCE:** All Goods shall be subject to CISSD audit and inspection; and, if applicable, test at any time and place, including at place of manufacture. The Vendor will make available to CISSD copies of applicable drawings, specifications, and processes and shall promptly provide CISSD any resulting inspection/ audit certificates. Further, all Goods are subject to a final inspection and acceptance by CISSD at the Destination notwithstanding any payment or other prior inspections. CISSD may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Agreement and/or the Purchase Order or other applicable specifications, drawings, samples, descriptions or requirements of CISSD.
- 10) **DEFECTIVE WORK:** If any Goods are found to be defective in material or workmanship or otherwise do not conform to this Agreement and/or Purchase Order, then CISSD may: (a) require the Vendor to repair or replace at Vendor's cost any such non-conforming Goods within 30 days of notification for the same; (b) require the Vendor to refund the price of any such

Goods within 30 days of notification for the same; or (c) opt to retain and correct any such Goods with an appropriate price reduction to offset CISSD's costs of making correction(s). Nothing, including any final inspection, shall relieve the Vendor from its responsibility to correct or replace the Goods defective as a result of fraud, recklessness or latent defects. All these are without prejudice to any other remedies available to CISSD under the law.

- 11) **CANCELLATION AND DEFAULT:** In addition to any other remedies available, CISSD may cancel/terminate this Agreement and/or Purchase Order, in whole or in part, at any time by written notice to the Vendor, including without limitation in any of the following circumstances: (a) The Vendor fails to deliver the Goods as specified herein; (b) in CISSD's good faith judgment, the Vendor failed to perform, or jeopardized performance of, this Agreement and/or Purchase Order in compliance with its terms, and failed to cure such failure within ten (10) days after notice from CISSD; (c) The Vendor files for bankruptcy, reorganization, readjustment of debt or has insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, the Vendor shall discontinue all work, cancel all pending orders (and sub-orders) and terminate any sub-contracts relating to the Goods to be provided under this Agreement and/or Purchase Order. Upon such termination, full and complete settlement of all Vendor claims shall be made as follows: a) The Vendor shall be paid for the Goods conforming to this Agreement and Purchase Order till the date of termination; and b) title shall vest in CISSD for all such Goods for which CISSD has paid.
- 12) **CHANGES:** Changes or amendments to this Agreement and/or Purchase Order may only be made by CISSD by its written authorization. CISSD may make changes in the method of shipping or packing and place of delivery by written communication (or, if accepted by Vendor, verbal communication) prior to the shipment of Goods. If any such change by CISSD affects the cost or delivery schedules as mentioned in this Agreement and/or Purchase Order, an equitable adjustment shall be made, provided the Vendor makes a written claim therefore within thirty (30) days from the date of CISSD's communication of the change.
- 13) **INDEMNIFICATION:** The Vendor shall indemnify and hold harmless CISSD and its related entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) the Vendor's breach of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of the Vendor, its agents, employees, sub-contractors, or guests, relating to this Agreement and/or Purchase Order. In no event shall CISSD be liable for the Vendor's lost profits or consequential or incidental damages. Any action by the Vendor against CISSD arising in connection with this Agreement and/or Purchase Order must be commenced within one (1) year from the date the cause of action accrued; or else the same shall be deemed to be waived.
- 14) **CONFIDENTIALITY:** During the term of this Agreement and subsequent to its termination, except as specifically set forth herein to perform the terms of this Agreement, neither party shall disclose any confidential information of the other party to any third-party or make use of such confidential information for its own purposes without the owner's prior written consent. Confidential information shall mean any information (written, oral or observed) relating to: (a) donors or potential donors; (b) operations and private contacts; (c) CISSD employees; (d) business or strategic plans; (e) finances; or (f) a relationship with any governmental entity; and

shall also include information specifically designated confidential by the owner or that the receiving party knows or reasonably should know is not public. Confidential information does not include any information generally known to the public or readily obtainable from public sources. Further, confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the owner notice and, if practicable, a reasonable opportunity to defend against such disclosure. Upon the termination or expiration of this Agreement, both parties shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Neither party shall use the other party's name or marks in any form of publicity or publicly disclose information relating to its Services without the other party's prior written consent. Neither party shall publicly disparage the other.

- 15) **COMPLIANCE WITH LAW AND DISPUTES:** The Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder. The parties shall first try to resolve any controversy or claim arising out of or relating to this Agreement and/or Purchase Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration. The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be New Delhi, India. To the extent permitted by law, the arbitrator's decision shall be final and binding and may be entered in any court having competent jurisdiction. The Vendor shall keep complete and accurate records that provide a basis for its invoices hereunder. During the term hereof and for three (3) years thereafter, CISSD, and its Donor(s), if applicable, or their agents, may inspect and make extracts from such records, provided that CISSD/Donor gives the Vendor at least seven (7) days prior written notice.
- 16) **ENTIRE AGREEMENT:** This Agreement, together with its attachments and the Purchase Order contains the entire agreement between the parties related to the subject matter hereof, and no other representation, inducements, promises, understandings, arrangements or agreements, oral or otherwise, shall be of any force or effect. Each attachment is incorporated by reference herein and forms a part of this Agreement. The Vendor shall not assign its obligations hereunder, without the prior written consent of CISSD. If any provision of this Agreement is declared to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law. The parties are independent contractors. This Agreement creates no employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other. Certain obligations hereunder by their content shall survive the completion or termination of this Order, including those in Clauses 4, 5, 9 through and including 15.
- 17) **ANTI TERRORISM CERTIFICATION:** Each Party certifies that it has not provided and will not provide material support or resources to any individual or organization with the knowledge or intent that the support or resources be used to prepare for or carry out an act of terrorism in violation of applicable laws.
- 18) **DONOR REQUIREMENTS:** If this Agreement is funded with donor funds, certain donor requirements may apply. For the purpose of this agreement, it is as follow:

(a) These provisions must be communicated and complied with by the Vendor's Subcontractors.

(b) At CISSD's request, the Vendor shall sign any certificates or documents and such take actions as are required by the donor.

Signed by:
CISSD

Signed by
Vendor

Name:
Designation:
Date:

Name
Designation
Date: