

Purchase Order (PO)



Purchase order number:	2813
Supplier name:	TechSavanna Co. Ltd
Supplier address:	TechSavanna Co. Ltd, Reliance Centre, 2nd Floor, Woodvale Grove, Westlands Kenya Cinema Plaza, 4th Floor, Nairobi
Supplier contact no.:	+254 722 537 792
Supplier email:	cto@techsavanna.technology
Date of order:	7th Feb 2022
Required delivery date:	21st Feb 2022

Invoice number: (if known)	
Deliver to:	Patricia Makau
Invoice to: (if different)	To be collected by Lilian Agesa while on her way to Nanyuki
Payment terms:	Voluntary Service Overseas
VSO contact name:	After service
	Meshack Musyoki

No	Product code	Item description	Qty	Unit Price	Currency	Net value	Tax	Gross Value
	1	Training and field susupport- Kilifi	4	10000.00	KES	40000.00	6,400.00	46400.00
	2	Training and field susupport- Kilifi	4	11000.00	KES	44000.00	7,040.00	51040.00
	3	Training and supporting back end portol	3	11000.00	KES	33000.00	5,280.00	38280.00
	4	App maintenance	1	50000.00	KES	50000.00	8,000.00	58000.00
TOTAL								193,720.00

ATAL IN WORDS one hundred and ninety three thousand , seven hundred and twenty shillings only

Special instructions

Hotel be compliant to Covid 19

AUTHORISATION

Name:	James Mwangi
Title:	Head of Finance & operations
Date:	07.02.2022
Signature:	<i>jamesmwangi</i>

Account code: e.g. 5000	Cost Centre: e.g. MZ9	Global Programme Code	Grant code: e.g. SID002	Project Activity code: e.g. A001	Goal code: e.g. H01	Individual Code: e.g. MZ002/S12345
----------------------------	--------------------------	-----------------------	----------------------------	-------------------------------------	------------------------	---------------------------------------

#	200	SP052	DFI 032	E02	
Voluntary Service Overseas is a company limited by guarantee, registered in England and Wales (registered number 703509). Registered Office 100 London Road, Kingston upon Thames, KT2 6QJ Charity registration 313757 (England and Wales) SC039117 (Scotland)					
v5 June 2020					

Conditions of Purchase

1. THE CONTRACT

These terms and conditions ("Conditions") provide the basis of the contract between Voluntary Service Overseas (registered number 703509, registered charity number 3137579) (hereinafter "VSO") and the contractor ("Contractor") in relation to the purchase order ("Order") (the Order and the Conditions are referred to as the "Contract"). All references in these terms and conditions to defined terms – Goods, Services, Price and Delivery – refer to the relevant provisions of the Order. Contractor's delivery of Goods or performance of any Service against the Purchase Order constitutes acceptance and forms the Contract. In the event of any conflict between the terms and conditions stated on the front of the purchase order and those overleaf, the former shall prevail.

WHEREAS

- A) VSO requires the Contractor to supply the Goods/performance of the Services set out in the Order; and
B) The Contractor is willing and able to undertake the said supply of Goods/Services strictly in accordance with this Contract.

2. START AND LENGTH OF CONTRACT

2.1 The Contract shall commence on acceptance of the Order by the Contractor and shall continue until the Goods/Services have been satisfactorily received and accepted by VSO, unless terminated earlier for any of the reasons set out below, in accordance with Clause 6 or 7.

3. CONTRACTOR'S RESPONSIBILITIES AND DUTIES

3.1 The Contractor warrants and undertakes that the Goods shall:

- Correspond with their description and any applicable Specification
- Be of satisfactory quality and fit for purpose
- Be free from defects in design, material and workmanship and remain so for a period of twelve months following delivery
- Comply with all relevant statutory and regulatory requirements relating to the manufacturing, labelling, packaging, storage, handling and delivery of the Goods and inform VSO of all information known or reasonably available to the Contractor as to any hazards believed to exist in connection with the transport, handling or use of the Goods.

3.2 VSO shall have the right to inspect and test the Goods at any time before delivery.

3.3 Each delivery shall be accompanied by a delivery note showing the Order number.

3.4 The Contractor shall deliver the Goods on the date specified in the Order, to the address specified in the Order during normal business hours

3.5 The Contractor shall provide all personnel; equipment, materials and other items required for the provision of the Services, save as otherwise expressly stated in this Contract.

3.6 The Contractor shall perform the Services in a good workmanlike manner to a professional standard, in accordance with the provisions of this Contract and to the satisfaction of VSO. Appropriately qualified and experienced personnel shall be used in the performance of these services. VSO may seek evidence of qualifications.

3.7 The Contractor shall be solely responsible for:

- paying all of its employees promptly;
- making required payments and filings relating to its employees, including without limitation all applicable, income tax, and social security payments; and
- reporting and payment of all applicable taxes on payment received from VSO pursuant to this Contract.
- The Contractor will hold VSO harmless from any loss, injury or damage resulting from its failure to make any such payments or file any such reports.

3.10 If VSO notifies the Contractor of any deficiency in the Services, which in the reasonable opinion of VSO is attributable to the Contractor, The Contractor shall, promptly and in any event no later than within 7 days remedy the deficiency in the Services as required by VSO. All costs of such remedy shall be borne by the Contractor. If the Contractor fails to remedy the deficiency promptly in accordance with the notice, VSO may remedy or cause to be remedied any deficiency at VSO's cost.

3.11 VSO shall have the right at any time to request the Contractor to perform a Variation and the Contractor shall carry out such Variation as directed subject to agreement over any increase or decrease in costs/time applied to the agreed rates as set out in the Order.

3.12 If the Goods are not delivered on the date they are due and/or the Contractor fails to perform the Services then without limitation to any of its other rights or remedies, VSO shall have the right to any one or more of the following remedies

- To terminate the contract
- To reject the Goods in whole or in part and return them to the Contractor at the risk and expense of the Contractor
- To require the Contractor to repair or replace the rejected Goods or to provide a full refund of the price of the rejected Goods
- where VSO has paid in advance for Services that have not been provided by the Contractor to have such sums refunded by the Contractor.

3.13 The rights and remedies of VSO under this contract are in addition to its rights and remedies implied by statute or common law.

3.14 Title and risk in the Goods shall pass to VSO upon delivery.

3.15 The Contractor shall not assign this Contract or any part without the prior written consent of VSO. 3.16 Consequential Loss. Neither party shall be liable to the other for any special, incidental, indirect or consequential damages arising out of or in connection with this Contract except to the

3.17 Force majeure: Neither party shall be liable for any default or delay caused by any occurrence beyond the reasonable control of, and without fault of, that party, including without limitation fire, accident, act of God (collectively, "force majeure conditions"). If the Contractor's performance is prevented or reduced as a result of any force majeure conditions, the Contractor shall promptly notify VSO and shall employ such workarounds or other reasonably feasible measures to resume performance.

4. TERMS OF PAYMENT

4.1 VSO shall pay to the Contractor the amounts set out in the Order subject to satisfactory delivery of the Goods/Services.

4.2 The rates, lump sum prices and charges specified in this Contract shall be inclusive of tax, howsoever described, chargeable in respect of the Services provided by the Contractor (so far as this is applicable).

4.3 VSO shall pay the due amount within thirty (30) days after the date of VSO's receipt of a valid invoice.

4.4 If VSO disputes any item in any invoice in whole or in part, VSO shall be liable to pay only the undisputed portion of such invoice until such time as VSO and the Contractor have reached agreement as to what payment, if any, is due or what other action will be taken by VSO in respect of the disputed amount. VSO shall promptly notify the Contractor of any such disputed amount.

4.5 VSO and the Contractor shall settle quickly and in good faith at the earliest possible date any such dispute or any agreed adjustment and subsequent payment shall be made promptly following the date of such settlement.

5. LIABILITY AND INSURANCE

5.1 Indemnification. Each party agrees to defend, indemnify and hold the other party harmless from and against all losses, liabilities, damages, judgements, claims, costs and expenses (including reasonable attorney's fees) relating to personal injury, death, or tangible property damage which results from the first party's wilful or negligent act or omission.

5.2 Liability Insurance. The Contractor agrees to maintain in force at all times during the term of this Contract a policy or policies of insurance covering:

- Comprehensive general liability insurance, in line with the statutory requirements and minimum limits for the country in which the purchase is made for the occurrence for personal injury and property damages, and aggregate.
- Workers compensation insurance (if applicable) for an amount not less than the statutory minimum for the country in which the purchase is made.

6. INDUCEMENTS

6.1 VSO shall be entitled to terminate this Contract immediately and without notice and to recover from the Contractor the amount of any loss resulting from such termination, if the Contractor shall have offered or given or agreed to give any person employed by VSO any gift or consideration of any kind.

7. TERMINATION

7.1 If the Contractor breaches the terms of this contract, VSO may (without prejudice to its right to terminate this Contract immediately) give notice in writing to the Contractor of such breach specifying the remedy required and giving the Contractor seven (7) days (or other such period as VSO at its sole discretion determines as being reasonable) within which to remedy the breach. Should the Contractor fail to comply with such notice, VSO shall have the right to terminate this Contract at any time thereafter by giving the Contractor a notice of termination the effective date being the date specified in the notice of termination.

7.2 VSO shall have the right to terminate this Contract immediately by giving the Contractor a notice of termination in the event of the Contractor becoming bankrupt or committing an act of bankruptcy, or being a company, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof).

7.3 Without prejudice to VSO's other rights under this Contract, VSO shall have the right to terminate this Contract for any reason at any time giving not less than (30) days' (or other such period as VSO at its sole discretion determines as being reasonable) notice in writing to the Contractor

7.4 VSO will pay the Contractor all monies due for services carried out up to the effective date of termination.

7.5 In performing its obligations under this Contract the Contractor shall ensure that each and any of its subcontractors shall comply with the Modern Slavery Act 2015.

7.6 The Contractor represents and warrants that

- it conducts its business in a manner consistent with the Modern Slavery Act 2015
- neither the Contractor nor any of its officers, employees nor other persons associated with it:
 - has been convicted of any offence involving slavery and human trafficking
 - has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking. And will notify VSO if it becomes aware of any such.

7.7 The Contractor shall maintain a set of records to trace the supply chain of all Goods/services provided to VSO in connection with the Contract and will implement audits to monitor compliance with the Human Slavery Act 2015.

8. LAW

liability to the other for any special, incidental, indirect or consequential damages arising out of or in connection with this Contract except to the extent such damages are, or should be, covered by insurance required here under or maintained by the parties in the normal course of business.

3.16 Consequential Loss. Neither party shall be liable to the other for any special, incidental, indirect or consequential damages arising out of or in connection with this Contract except to the extent such damages are, or should be, covered by insurance required here under or maintained by the parties in the normal course of business.

or any

8.1 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.