

Fiyat Teklif İsteği / Request for Quotation**UZATMA: Promosyon ve Baskı (Tanıtım) Ürünleri Yıllık Çerçeve Anlaşma (2022)****EXTENSION: (Annual Framework Agreement for Supply of Promotion and Printing (Teasing) Materials– 2022)**

#RFQ-IST-2022-0056

1- ARKA PLAN / BACKGROUND

Save the Children, çocuklar için, dünyanın önde gelen bağımsız organizasyonudur. 120 ülkede çalışıyoruz. Çocukların hayatlarını kurtarıyoruz; onların hakları için savaşıyoruz; potansiyellerini gerçekleştirmelerine yardımcı oluyoruz. Ortaklarımızla birlikte, dünyanın çocuklara davranış biçiminde atılımlara ilham vermek ve hayatlarında anında ve kalıcı bir değişim sağlamak için birlikte çalışıyoruz.

Save the Children is the world's leading independent organization for children. We work in 120 countries. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

2- GEREKSİNİMLER / REQUIREMENTS

İstekliler, belirtilen gereksinimler için teklif sunacaktır: "Promosyon ve Baskı (Tanıtım) Ürünleri Yıllık Çerçeve Anlaşma (2022) için Fiyat Teklif İsteği" / Bidders shall submit proposal for the following requirements: "(Request for Quotations for Annual Framework Agreement for Supply of Promotion and Printing (Teasing) Materials – 2022)

Product code Ürün kodu	Lots Lotlar	Description of Goods / Services (add attachment for technical specification if very detailed) Malların/Hizmetlerin Tanımı (Çok detaylıysa teknik spesifikasyonu ek olarak ilave edin)
Ek-1	Lot -1 Kağıt Selüloz Bazlı Ürünler	Bröşür:, İçer Kırım (Numune Gönderiniz)
Ek-2		El İlanı: Çift Taraflı (Numune Gönderiniz)
Ek-3		Karton Koli 30x30x30cm (Numune Gönderiniz)
Ek-4		Karton Koli 50x35x35cm (Numune Gönderiniz)
Ek-5		Karton Koli 60x40x40cm (Numune Gönderiniz)
Ek-6		Kartpostal (Numune Gönderiniz)
Ek-7		Kartvizit (Numune Gönderiniz)
Ek-8		Katalog (Numune Gönderiniz)
Ek-9		Laptop Sticker 10x10cm. (Numune Gönderiniz)
Ek-10		Masa Takvimi (Numune Gönderiniz)
Ek-11		Poster Çerçevesi (Numune Gönderiniz)
Ek-12		Poster Silindir Koruma (Numune Gönderiniz)
Ek-13		Poster (Numune Gönderiniz)
Ek-14		Post-It Seti (Numune Gönderiniz)
Ek-15		Rollup Banner (Numune Gönderiniz)
Ek-16		Spiralli Bloknot (Numune Gönderiniz)
Ek-17		Üstten Spiralli Bloknot (Numune Gönderiniz)
Ek-18		Sticker 10x10cm. (Numune Gönderiniz)

Ek-19		X Banner Baskı (Numune Gönderiniz)
Ek-20		Zarf (Numune Gönderiniz)
Ek-21	Lot - 2 Promosyon ve Tanıtım Ürünleri	Ahşap Kurşun Kalem (Numune Gönderiniz)
Ek-22		Bambu Kapak Cam Gövdeli Matara (Numune Gönderiniz)
Ek-23		Bardak Altlığı (Numune Gönderiniz)
Ek-24		Çocuk Sırt Çantası (Numune Gönderiniz)
Ek-25		Fermuarlı Kalemlik (Numune Gönderiniz)
Ek-26		Kırlangıç Bayrak (Numune Gönderiniz)
Ek-27		Kokart Yoyosu (Numune Gönderiniz)
Ek-28		Kupa Bardak (Numune Gönderiniz)
Ek-29		Magnet (Numune Gönderiniz)
Ek-30		Masa Bayrağı (Numune Gönderiniz)
Ek-31		Metal Kalem (Numune Gönderiniz)
Ek-32		Olta Bayrak (Numune Gönderiniz)
Ek-33		Plaket (Numune Gönderiniz)
Ek-34		Plastik Rozet (Numune Gönderiniz)
Ek-35		Şemsiye (Numune Gönderiniz)
Ek-36		Su Geçirmez Laptop Ve Sırt Çantası (Numune Gönderiniz)
Ek-37		Tükenmez Kalem (Numune Gönderiniz)
Ek-38		Devrilmez Termos (Numune Gönderiniz)
Ek-39		Çocuklar için Termos (Numune Gönderiniz)
Ek-40		Lot - 3 Teknolojik Ürünler
Ek-41	16GB Metal USB (Numune Gönderiniz)	
Ek-42	32GB Metal USB (Numune Gönderiniz)	
Ek-43	Özel Tasarım USB Flash Bellek (Numune Gönderiniz)	
Ek-44	Mousepad (El destekli) (Numune Gönderiniz)	
Ek-45	Telefon Kılıfı (Numune Gönderiniz)	
Ek-46	Lot - 4 Tekstil Ürünleri	Baskılı Fular (Numune Gönderiniz)
Ek-47		T-Shirt (Numune Gönderiniz)
Ek-48		Ham Bez Çanta 35x40cm. (Numune Gönderiniz)
Ek-49		Ham Bez Çanta 50x70cm. (Numune Gönderiniz)
Ek-50		Polo T-Shirt (Kırmızı) (Numune Gönderiniz)
Ek-51		Polo T-Shirt (Siyah) (Numune Gönderiniz)
Ek-52		Şapka (Numune Gönderiniz)
Ek-53		Çocuk T-Shirt (Numune Gönderiniz)
Ek-54		Yelek (Numune Gönderiniz)

Talep edilen ürünlere dair detaylı teknik şartnameler (EK 1'den Ek 54'e kadar) ekte sunulmuştur. / [Detailed technical specifications \(Annex from 1 to 54\) attached to this RFQ.](#)

3- TEKLİF SUNUMU / SUBMISSION OF BID

Teklifler en geç **9 Mart 2022, 17:00'a (yerel saat; GMT +3)** kadar elektronik olarak aşağıda belirtilen adrese sunulmalıdır. Dosyaların maile sığmaması durumunda birden fazla mailde gönderebilirsiniz. / [Quotations must be submitted latest by 9 March 2022, 17:00 \(local time; GMT+3\) electronically to below address. If mail server does not allow you to attach all documents, you can send in separate e- mails.](#)

procurement.turkey@savethechildren.org

3.1. Sunulacak Dökümanlar / Documents to be Submitted

- Değerlendirme bölümünde istenen dökümanlar (4. Bölüme bakınız) [Documents indicated in "Evaluation" section \(please refer to Section 4\)](#)
- Kaşeli ve imzalı Teknik Şartname (Ek 1'den Ek 54'e kadar)
[Copy of signed and stamped Technical Specifications \(Annex 1 to 54\)](#)
- Teklif edilen ürünlere dair ürünlerin teknik özelliklerini belirtir açıklayıcı görseller ve bilgiler (ölçüler, renkler, hammaddeler)
- [Official technical sheets and visual materials for the offered items \(sizes, colours, raw materials\)](#)
- RFQ-IST-2022-0056 (kaşeli ve imzalı olmalıdır) [RFQ-IST-2022-0056 \(must be signed and stamped\)](#)

3.2. Numune Teslimi / Sample Submission

Talep edilen bütün ürünler için numune talep edilmektedir. Numunelerinizi aşağıda belirtilen adres ve kişi bilgileri ile kargolamanızı rica ederiz. Ofisimiz Cuma günleri hariç hafta içi her gün kargo Kabul etmektedir.

[A sample is required for all requested items in the list. Please ship your samples according to the address information below. Our office accepts cargoes every working days except Fridays. Also, please including the name and contact information below.](#)

- Save the Children International Türkiye Temsilciliği
Levent Mah. Sülünlü Sok. No:7 Beşiktaş İstanbul
- +90531 103 81 88 – Cihat Yıldırım
- +90531 103 80 43 – Metin Sarp

3.2. Sorular / Inquiries

- Sorularınız için procurement.turkey@savethechildren.org adresinden 7 Mart 2022 17:00'a kadar iletişim kurabilirsiniz. / [Please contact with procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) for inquiries with deadline of 7 March 2022, 17:00.

4- DEĞERLENDİRME KRİTERLERİ / EVALUATION CRITERIA

4.1. ZORUNLU KRİTERLER / ESSENTIAL CRITERIA

İstekliler takip eden kriterleri yerine getirmelidir: / Bidder must meet the following criteria

- İsteklinin ana iş faaliyet kolu baskı, matbaa, promosyon, hediyelik eşya ve bu tip ürünlerin perakende veya toptan alım satımı ile ilgili olmalıdır (SCI gerekli gördüğü takdirde mizan talep edecektir) / Bidder's main line of business activity shall be printing, promotion, gift and/or retailer and wholesaler of these products. (SCI has the right to request for further documentation such as trial balance)
- 2019 ve 2020 yıllarına ait "Gelir Vergisi Beyannamesi" / Financial statement for 2019 and 2020.
- Firma kaydı ile ilgili gerekli belgeleri sununuz (Ticari Sicil Gazetesi, Ticaret Odası Kaydı – Faaliyet Belgesi, Vergi Levhası, sunulan teklifin imza sahibi için imza sirküleri) / Please provide necessary documentation for proof of your registration in country (Trade Registry Gazette, Chamber of Commerce Registration, Chamber of Commerce Registry, Tax Documentation, Circular of Signature for signatory person for the offer submitted)
- Teklifinizde bahsedilen birim fiyatların (USD) yapılacak anlaşma süresi boyunca (12 ay) sabit tutulacağına dair imza/kaşeli onay yazısı / A statement (signed/stamped) that confirms submitted unit prices (US Dollar) are going to be valid for 12 months.
- **Kontrat dahilinde, kağıt - selüloz bazlı ürünler için yapılacak resmi zamlar fiyat güncellemesi için göz önünde bulundurulacaktır.** / Any official price increase of paper or cellulose will be reflected directly as an amendment to the contract.
- İhaleye katılımında sakınca yoktur belgesi / Please provide a copy of document that proves no prohibition in tender participation
- SCI politikalarına tam uyum (SCI Policies isimli dökümanın kaşeli ve imzalı kopyasını teklifinizle birlikte sununuz) / Full compliance with SCI standard policies (Please sign and stamp the document namely SCI Policies and send together with your proposal).
- Teknik şartnamelere tam uyum (Teknik Şartnamelerin gerekli kısımları doldurulup imza/kaşe yapılmalıdır) / Technical Specifications should be filled & dully signed/tamped.
- Teklif veren firmalar en az 1 veya daha fazla lot'a teklif verebilirler. Ancak verilen teklif o lot'taki tüm ürünleri içermelidir. (Örneğin; kıyafet ürünlerinde teklif verilecekse o kategorideki tüm ürünlere fiyat verilmelidir. / Bidders can bid for at least 1 or more lots. However, the bid must include all the products in that lot. (For example; if a bid is to be made on clothing products, the price must be given to all products in that category.
- Teklif veren firmalar, teklif verdikleri ürünler için ürün kriterlerinde "**(Numune gönderiniz)**" ibaresi geçen her ürün için birer adet numune göndermelidir. Numune göndermeyen firmaların teklifleri kabul edilmeyecektir. / Offerors must provide a sample for the items which were offered and the items which were mentioned as "**(Numune gönderiniz)**" in product criteria. Offerors who do not provide these samples will be disqualified from the bidding.

4.2. KAPASİTE KRİTERLERİ / CAPABILITY CRITERIA (50%)

- Ortalama Teslim süresi / Delivery lead time (10%)
- Son 3 yılda benzeri kapsamda iş yapıldığına dair 3 referans ve bu referansların iletişim bilgileri (tercihen sivil toplum kuruluşu) / 3 references (preferably non-governmental organizations) along with the contact information) within similar scope of work in last 3 years (10%)
- Verilen numunelerin kalite ve teknik uyumlulukları. / Quality and technicality of the offered samples. (30%)

4.3.SÜRDÜRÜLEBİLİRLİK KRİTERLERİ / SUSTAINABILITY CRITERIA (10%)

- İsteklinin kendi Sürdürülebilirlik Politikası (veya Politikaları) vardır./ The bidder has their own Sustainability Policy (or Policies). (5%)
- İstekli, çevre yönetimi için ISO14001 ve sürdürülebilirlik için ISO26000 gibi endüstriyel standartlara bağlı olduğunu gösterebilecektir. / The bidder is able to demonstrate that he adheres to industrial standards such as ISO14001 for environmental management and ISO26000 for sustainability. (5%)

4.4.FİNANSAL KRİTERLER / COMMERCIAL CRITERIA (40%)





- Teklifler birim fiyat olarak ve **Amerikan Doları** cinsinde sunulmalıdır. (KDV ve diğer ücretler de birim fiyata dahil olmalıdır.) / Proposals should be sent in a detailed breakdown. Proposals should be all inclusive in US Dollars (VAT and other costs shall be included to the unit prices). (%40)






EKLER - ÜRÜN KRİTERLERİ






Aşağıda belirtilen ürünler için verilen detaylı bilgiler teklif verecek olan firmalara, yapılacak işleri genel hatlarıyla anlatmaktadır. Aynı üründen farklı ebatlarda, renklerde veya ağırlıklarda talep edilen kalemler RFQ-IST-2022-0056 evrakına tedarikçi tarafından ayı ayrı girilecektir. Detaylı bilgi için lütfen **RFQ-IST-2022- 0056** dökümanını gözden geçiriniz.

Lot -1 Kağıt Selüloz Bazlı Ürünler

<p>EK – 1: Broşür</p> <ul style="list-style-type: none">● Broşürler A5, A4 veya A3 ebatlarında olacaktır. A5 ebat için tek kırım, 150gr.,● A4 için tek kırım, z kırım veya içe kırım olacak şekilde 150gr. Ve A3 ebat için tek kırım, z kırım veya içer kırım olacak şekilde 150gr.● Kağıt kullanılarak bastırılacaktır. Her siparişte minimum 1.000 adet talep edilecektir.	
<p>EK – 2: El İlanı</p> <ul style="list-style-type: none">● A4, A5, A6 veya A7 ebatlarında, 150gr. olacak şekilde farklı ebatlarda ve ağırlıklarda sipariş verilecektir.● Tek taraflı veya çift taraflı talep edilebilir. Her talepte minimum sipariş adedi 1.000 adet olacaktır.	
<p>EK – 3: Karton Koli 30x30x30cm</p> <ul style="list-style-type: none">● Seçilecek olası malzemeleri 1 pakette toplamak için 30x30x30 cm ölçülerinde Beyaz Karton koli● Atımalara ve istiflenmelere karşı dayanıklı● En az 2 oluklu ve ondüle katmanlı● Koliler beyaz kağıttan imal edilmiş● Kolilerin geniş yan yüzeyine SCI tarafından siparişle birlikte iletilen görsel ve logo basılacaktır.● Kolilerin kısa yan yüzeyine, içerik listesi basılacaktır.	





<p>Ek – 4: Karton Koli 50x35x35cm</p> <ul style="list-style-type: none">● Seçilecek olası malzemeleri 1 pakette toplamak için 50x35x35 cm ölçülerinde Beyaz Karton koli● Atımlara ve istiflenmelere karşı dayanıklı● En az 2 oluklu ve ondüle katmanlı● Koliler beyaz kağıttan imal edilmiş● Kolilerin geniş yan yüzeyine SCI tarafından siparişe birlikte iletilen görsel ve logo basılacaktır.● Kolilerin kısa yan yüzeyine, içerik listesi basılacaktır.	
<p>Ek – 5: Karton Koli 60x40x40cm</p> <ul style="list-style-type: none">● Seçilecek olası malzemeleri 1 pakette toplamak için 60x40x40 cm ölçülerinde Beyaz Karton koli● Atımlara ve istiflenmelere karşı dayanıklı● En az 2 oluklu ve ondüle katmanlı● Koliler beyaz kağıttan imal edilmiş● Kolilerin geniş yan yüzeyine SCI tarafından siparişe birlikte iletilen görsel ve logo basılacaktır.● Kolilerin kısa yan yüzeyine, içerik listesi basılacaktır.	
<p>EK – 6: Kartpostal</p> <ul style="list-style-type: none">● Mat kuşe 350gr. kağıda● 10x15cm. ebatlarında, çift yön baskılı.● Her siparişte minimum 250 adet talep edilecektir.	
<p>EK – 7: Kartvizit</p> <ul style="list-style-type: none">● 350gr. kağıda çift yön baskı,● 9x5cm. ebatlarında.● Talep edilen kartvizitlerin tamamı mat kuşe kağıda olacaktır.● Her siparişte minimum 100 adet talep edilecektir.	

<p>EK – 8: Katalog</p> <ul style="list-style-type: none">• A4 ebatlarında, renkli, çift yön, 170gr., tek yön kapak kabartma laklı ve• Amerikan ciltli. 40+4, 60+4 veya 80+4, 120+4 sayfa.• Her baskı talebi minimum 50 adet olacaktır.	
<p>EK – 9: Laptop Sticker</p> <ul style="list-style-type: none">• 5x5cm. veya 10x10cm. ebatlarında,• Save the Children logosu (Kırmızı çocuk)• Arka plansız, yapıştığına yalnızca kırmızı kısmı yapışacak.• Parlak ve tek yön baskı.• Her siparişte 100 adet talep edilecektir.	
<p>EK – 10: Masa Takvimi</p> <ul style="list-style-type: none">• Yapraklar CMYK Baskılı• Yapraklar: 170 gr. Parlak Kuşe / 90 gr Enzo Kağıt• Taşıyıcı: 13,5 x 25 cm• Yaprak Ebatı: 12 x 14,5 cm• Karton: 400 gr. A. Bristol Kağıt / Kraft Kağıt• Her siparişte minimum 100 adet talep edilecektir.	
<p>EK – 11: Poster Çerçevesi</p> <ul style="list-style-type: none">• 70x100, A1, A2 veya A3 ebatlarında posterler için alüminyum poster çerçevesi.• Kenarları açılan ve kilitlenebilir.• Her siparişte minimum 1 adet talep edilecektir.	
<p>EK – 12: Poster için Silindir Koruma</p> <ul style="list-style-type: none">• 70x100cm.,A1, A2 ve A3 ebatlarında posterler için uygun.• Sert kartondan imal edilmiş..• Her ebatlarda minimum 10 adet sipariş verilecektir.	






<p>EK – 13: Poster</p> <ul style="list-style-type: none"> • 70x100cm.,A1, A2 ve A3 ebatlarında, tek yön. 70x100cm için 350gr., A1 için 350gr., A2, 350gr. veya A3 için 350gr. Ağırlığında • Parlak kuşe kağıttan imal edilmiş. • Her ebatta minimum 10 adet sipariş verilecektir. 	
<p>EK – 14: Post-It Seti</p> <ul style="list-style-type: none"> • Sert kutu içerisinde • Beyaz Kağıt • Post-It olan • İç kapak Save the Children'dan gelen görsele göre tasarlanacaktır. Örneğin; 2022 veya 2023 takvimi. • Kapaklı ve kapakta Save the Children Logosu bulunan. • Her siparişte minimum 20 adet talep edilecektir. 	
<p>EK – 15: Roll-up Banner</p> <ul style="list-style-type: none"> • 100x200cm. ebadında, tek yön 440gr. baskı, avrupa vinil ve mekanizma. • Teklif poster + mekanizma için talep edilmektedir. • Minimum sipariş adedi 1'dir. 	
<p>EK – 16: Spiralli Bloknöt</p> <ul style="list-style-type: none"> • A5 ebadında, tek yön baskı, 80gr. iç kağıt, 50 yaprak, çizgili ve spiralli. • Sert ön ve arka kapaklı. • Geri dönüştürülmüş kağıttan imal edilmiş. • Her siparişte 50 adet talep edilecektir. 	
<p>Ek – 17: Üstten Spiralli Bloknöt</p> <ul style="list-style-type: none"> • Üstten spiralli • A5 Ebadında • Kalın arka kapaklı • Çizgili defter • En az 80 yaprak • Geri dönüştürülmüş kağıttan imal edilmiş. • Üzerinde Save the Children Logosu basılacak. • En az iki renk siyah veya kırmızı • Her siparişte min. 100 adet talep edilecektir. 	


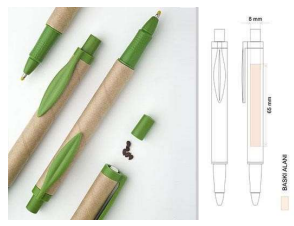


<p>EK – 18: Sticker</p> <ul style="list-style-type: none">● 5x5cm. veya 10x10cm. ebatlarında,● Save the Children logosu, yuvarlak ve arka fonu beyaz.● Parlak ve tek yön baskı.● Her siparişte 100 adet talep edilecektir.	
<p>EK – 19: X Banner Baskı</p> <ul style="list-style-type: none">● 80x180cm. X- banner baskı, tek yön, 400gr. avrupa vinile baskı, mekanizma + poster.● Her siparişte minimum 1 adet talep edilecektir.	
<p>EK – 20: Zarf</p> <ul style="list-style-type: none">● Save the Children logolu ve “Save the Children” yazılı antetli beyaz zarf. 10.5x24cm. ebatlarında, penceresiz,110gr.,● Hamur kağıt, 3 renk.● Her siparişte 100 ve 100’ün katları olarak sipariş verilecektir.	

Lot – 2 Promosyon ve Tanıtım Ürünleri






<p>EK – 21: Ahşap Kurşun Kalem</p> <ul style="list-style-type: none">● Siyah yazabilen kurşun kalem.● Üzerinde “Save the Children” yazısı ve Save the Children logosu bulunan. Organizasyon yazısı siyah, logo kırmızı olacak.● 200 ve katları olarak sipariş verilecektir.	
<p>EK – 22: Bambu Kapak Cam Gövdeli Matara</p> <ul style="list-style-type: none">● 350ml.● İç Malzeme: Cam● Dış Malzeme: Cam● Kapak: Bambu● Ürün Ölçüleri: 22.5cmx6.8cm● Her siparişte minimum 100 adet talep edilecektir.● Üzerinde Save the Children logosu bulunan.● Torbalı	
<p>EK – 23: Bardak Altlığı</p> <ul style="list-style-type: none">● Mantardan imal edilmiş, yuvarlak ve 8.5 cm çapında. Min. 250 gr.● Amerikan Bristol kağıda tek taraflı baskı.● Üzerinde Save the Children logosu ve arka plan gri olacak şekilde.● Her siparişte minimum 100 adet talep edilecektir.	
<p>Ek – 24: Çocuk Sirt Çantası</p> <ul style="list-style-type: none">● Suya dayanıklı dış ve iç astarlar● Ekstra geniş çanta ağzının ikili fermuar sistemi güvenli● Kaymayı önleyici göğüs sabitleme kemeri● Uzunluğu ayarlanabilir gri polyester omuz askıları● Arka panelde isimlik● Su matarası için dışta yan göz● Ön panelde geniş fermuarlı cep● Silinebilir, açık renk iç astar.● Save the Children Logolu● Her siparişte minimum 10 adet sipariş verilecektir.	


<p>EK – 25: Fermuarlı Kalemlik</p> <ul style="list-style-type: none"> ● Ham Bez, Rips, Kanvas & Gabardin, Nonwoven, İmperteks ● 100% Geri Dönüşümlü ● Empirme baskı + Ofset baskı + Dijital baskı yapılabilen. ● Üzerinde Save the Children’ın talep edeceği bir tasarım. ● Her siparişte minimum 100 adet talep edilecektir. 	
<p>EK – 26: Kırlangıç Bayrak</p> <ul style="list-style-type: none"> ● 50cm.x150cm. veya 100cm.x200cm. ebatlarında ● Dayanıklı askı ipli olan. ● Üzerinde Save the Children Logosu olan ● Her siparişte minimum 5 adet talep edilecektir. 	
<p>EK – 27: Kokart Yoyosu</p> <ul style="list-style-type: none"> ● Metal ve yuvarlak ● Üzerinde Save the Children Logosu bulunan ● Krom kaplama ● Uzatılabilir ipli ● Her siparişte minimum 50 adet talep edilecektir. 	
<p>EK – 28: Kupa Bardak</p> <ul style="list-style-type: none"> ● 330ml. hacimli, dış yüzeyi kırmızı ve baskılı, içi beyaz. ● Porselen. ● Sağlığa zararlı olmayan malzemelerden doğal boya kullanılarak imal edilmiş. ● Her siparişte minimum 50 adet talep edilecektir. 	
<p>EK – 29: Magnet</p> <ul style="list-style-type: none"> ● 7x7cm. yuvarlak ve 4x9cm., ● Save the Children logolu, tek yön baskılı ve arkası manyetik. ● Her talepte farklı ebatlardan minimum 100 adet sipariş verilecektir. ● Tasarımlar ayrıca paylaşılacaktır. 	
<p>EK – 30: Masa Bayrağı</p> <ul style="list-style-type: none"> ● Metal çita ● Kırlangıç şeklinde Save the Children logosu ve Save the Children’ın talep ettiği başka bir logo bulunan. 	

<ul style="list-style-type: none"> Her siparişte minimum 20 adet talep edilecektir. 	
<p>EK – 31: Metal Kalem</p> <ul style="list-style-type: none"> Özel kutuda. Kalemlerden biri dolma diğeri tükenmez değiştirilebilir başlıklı. Üzerine lazer baskı ile Save the Children yazısı ve logosu kazınacak. Her siparişte minimum 5 adet talep edilecektir. 	
<p>EK – 32: Olta Bayrak</p> <ul style="list-style-type: none"> Damla şeklinde kesilmiş bayrak 110cm.x270cm. Üzerinde Save the Children Logosu olan Her siparişte minimum 5 adet talep edilecektir. Altında ağırlık bulunan. 	
<p>EK – 33: Plaket</p> <ul style="list-style-type: none"> Kaliteli ve şeffaf sert plastik malzemeden (cam görünümlü) imal edilmiş. Üzerinde Save the Children logosu ve Save the Children'ın talep ettiği yazıyı içeren. Min. 30cm.x13cm. ölçülerinde Her siparişte minimum 1 adet talep edilecektir. 	
<p>Ek – 34: Plastik Rozet</p> <ul style="list-style-type: none"> Min. 100 adet Plastik malzemeden imal edilmiş ve iğneli. 5cmx5cm. veya 7cm.x7cm. ebatlarında Üzerine Save the Children'ın talep ettiği bir yazı veya resim basılacaktır. 	
<p>EK – 35: Şemsiye</p> <ul style="list-style-type: none"> Tam otomatik, 8 telli, çelik veya fiber karbon. Rüzgara dayanıklı, 3'e katlanabilen, Açılmış çapı en az 90cm., orta demir yüksekliği en az 54cm., ahşap saplı, sağlığa zararlı herhangi bir madde içermeyen, kırmızı renk, üzerinde Save the Children yazısı ve logosu (beyaz) bulunan. Her siparişte 50 ve katları olacak şekilde talep edilecektir. 	






<p>EK – 36: Su Geçirmez Laptop Ve Sırt Çantası</p> <ul style="list-style-type: none">• Su geçirmez malzemeden imal edilmiş.• 44cmx30cmx14cm. Ölçülerde ve en az 3 Cepli• 15.6" bilgisayarlar için uyumlu• Üzerine 5x10cm. SCI logosu nakış olarak basılmış.• Her siparişte minimum 50 adet talep edilecektir.• Üst kalite malzemeden 1. Sınıf işçilik ile üretilmiş olmalıdır.• Gerekli kalite kontrolleri, sunulan numuneler üzerinden yapılacaktır.	
<p>EK – 37: Tükenmez Kalem</p> <ul style="list-style-type: none">• PVC içermeyen, siyah mürekkepli, içerisinde karaçam, ladin, göknar veya erguvan tohumu bulunan ve silgisi kapak olarak kullanılan, doğa dostu.• 3 yıl içerisinde doğada çözülen bio- plastikten imal edilmiş tükenmez kalem.• 100 ve katları olarak sipariş verilecektir.	
<p>Ek – 38: Devrilmez Termos</p> <ul style="list-style-type: none">• Min 350ml. Hacimli• Devrilmez• Sarı, yeşil, kahverengi gibi cinsiyet belirtmeyen renklerde.• Üzerine Save the Children'ın talep edeceği logo veya görsel yerleştirilebilir.	
<p>Ek – 39: Çocuklar için Termos</p> <ul style="list-style-type: none">• Min. 150ml. hacimli• Paslanmak çelikten imal edilmiş• Sarı, yeşil, kahverengi gibi cinsiyet belirtmeyen renklerde.• Üzerine Save the Children'ın talep edeceği logo veya görsel yerleştirilebilir.	<p>ratutu</p> 





Lot -3 Teknolojik Ürünler

<p>EK – 40: 10.000 mAh Dijital Göstergeli Powerbank</p> <ul style="list-style-type: none">• Min. 10.000 mAh• Micro-USB, Type-C ve USB çıkışları olan• Üzerinde Save the Children Logosu basılı olacaktır ve tercihen kırmızı renkte.• Empirme baskı + Ofset baskı + Dijital baskı yapılabilen.• Her siparişte minimum 10 adet talep edilecektir.• Alakadar görseller Save the Children tarafından iletilecektir.	
<p>EK – 41: 16GB Metal USB</p> <ul style="list-style-type: none">• Metal usb bellek (Gri)• 16 GB• Lazer baskıya uygundur.• Üzerine Save the Children Logosu basılacaktır.• Her siparişte minimum 100 adet talep edilecektir.	
<p>EK – 42: 32GB Metal USB</p> <ul style="list-style-type: none">• Metal usb bellek (Gri)• 32GB• Lazer baskıya uygundur.• Üzerine Save the Children Logosu basılacaktır.• Her siparişte minimum 100 adet talep edilecektir.	
<p>Ek – 43: Özel Tasarım USB Bellek</p> <ul style="list-style-type: none">• Logo USB Olacak.• Save the Children Logosu bir bütün olarak görünecek.• 32 GB• İçerisinde USB Bellek çıkacak.• Anahtarlıklı olacak.• Her siparişte min. 200 adet talep edilecektir.	
<p>EK – 44: Mousepad (El destekli)</p> <ul style="list-style-type: none">• Kırmızı, Siyah veya Beyaz renklerde• Üzerinde Save the Children Logosu olan• El destekli ve ergonomik• Kaydırmaz tabanlı• Her siparişte minimum 20 adet talep edilecektir.	

<p>EK – 45: Telefon Kılıfı</p> <ul style="list-style-type: none">• Talep edilecek Samsung marka telefonlara uyum sağlayabilen.• Kauçuk• Kırmızı, Siyah veya Şeffaf• Üzerinde Save the Children Logosu basılabilen• Empirme baskı + Ofset baskı + Dijital baskı yapılabilen.• Her siparişte minimum 50 adet talep edilecektir.	
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Lot – 4 Tekstil Ürünleri

<p>Ek – 46: Baskılı Fular</p> <ul style="list-style-type: none">• 51cm.x51cm. Kare Fular veya 22cm.x120cm.• Saten kumaştan imal edilmiş.• Save the Children’ın talep edeceği renkte.• Her baskı en az iki renk içerecektir.• Her baskı için alakadar tasarımlar Save the Children iletişim ekibi tarafından sağlanacaktır.• Her siparişte min. 100 adet sipariş verilecektir.	
<p>EK – 47: T-shirt</p> <ul style="list-style-type: none">• %100 pamuktan imal edilmiş, S, M, L ve XL ebatlarında, baskı Save the Children logosu ve “Save the Children” yazısı işlenmiş.• Baskısı yıkamalara dayanıklı.• Her siparişte 10 ve 10’un katları olarak sipariş verilecektir.	
<p>EK – 48: Ham Bez Çanta</p> <ul style="list-style-type: none">• %100 pamuktan imal edilmiş.• 35x40cm. ölçülerinde tek yön transfer baskı.• Her siparişte minimum 50 adet talep edilecektir.	
<p>EK – 49: Ham Bez Çanta</p> <ul style="list-style-type: none">• %100 pamuktan imal edilmiş.• 50x70cm. ölçülerinde tek yön transfer baskı.• Her siparişte minimum 50 adet talep edilecektir.	
<p>EK – 50: Polo T-Shirt (Kırmızı)</p> <ul style="list-style-type: none">• kırmızı renkte tişört. (Pantone ayrıca paylaşılacaktır.)• Standart kalite kumaş, kısa kollu, polo yaka, kıvrımlı kol ucu, göğüste baskılı (baskı değil işleme olacak) SCI logosu, arkaya basılacak daha büyük SCI logosu. Ribbon kollu.• En az % 100 pamuktan imal edilmiş• Her siparişte minimum 50 adet talep edilecektir.	

<p>EK – 51: Polo T-Shirt (Siyah)</p> <ul style="list-style-type: none">● Siyah renkte tişört. Pantone ayrıca paylaşılacaktır.● Standart kalite kumaş, kısa kollu, polo yaka, kıvrımlı kol ucu, göğüste baskılı (baskı değil işleme olacak) SCI logosu, arkaya basılacak daha büyük SCI logosu. Ribbon kolları.● En az % 100 pamuktan imal edilmiş.● Her siparişte minimum 50 adet talep edilecektir.	
<p>EK – 52: Şapka</p> <ul style="list-style-type: none">● Beyzbol şapkası, baş genişliği ayarlanabilir, ön kısımda baskı Save the Children Logosu ve “Save the Children” yazısı bulunan, kırmızı veya beyaz.● Her siparişte minimum 50 adet talep edilecektir.	
<p>EK – 53: Çocuk T-Shirt</p> <ul style="list-style-type: none">● %100 pamuktan imal edilmiş, S, M ve L beden.● Göğüs kısmında Save the Children logosu ve yazısı olacaktır.● T-shirt rengi kırmızı üzerine marka ve logo baskı ve beyaz olacaktır.● Ürün görseldeki renkte ve modelde olacaktır. Renk kodları ayrıca paylaşılacaktır. Her siparişte minimum 50 adet sipariş verilecektir.	
<p>EK – 54: Yelek</p> <ul style="list-style-type: none">● Yelek logolu kırmızı renkte (bayrak kırmızısı) yelek.● En az 3 cepli.● Göğüsteki cep kapağında 4*6 cm ebatta cırt cırt.● Diğer göğüs üzerinde de 10x10cm. ebadında Save the Children Logosu● Arkaya 30x30cm. SCI logosu baskı yapılacak.● Örnek görseldeki gibi bir göğüs ve bir etek bölgesinde en az 2 reflektörlü şerit olacak.● Su geçirmez ve ısı ve ateşe dayanıklı dış yüzey/kumaştan imal edilmiş.● Her siparişte minimum 50 adet talep edilecektir.	

PAKETLEME ve NAKLİYE ESASLARI - PACKAGING AND SHIPPING PRINCIPLES

1. İlgili firmalar tekliflerini verirken paketleme ve nakliye maliyetlerini ürün bedellerine dahil etmelidir. Save the Children anlaşma yapılan firmaya teklifte belirtilmeyen herhangi bir nakliye ve paketleme ücreti ödemeyecektir.
 2. Ürünler kapalı ve kaliteli kolilerde hazırlanacaktır. Kolilerin üzerinde, içerisinde bulunan ürünlerin bilgileri ve adetleri yazacaktır.
 3. Kargolama ve teslimat sırasında oluşabilecek herhangi zarar, ziyan ve munzam zarar ve oluşmuş olan zararların giderilmesinden tedarikçi firma sorumludur. Buna benzer durumlarda konu olan eksiklik giderilmediği sürece Save the Children Türkiye Temsilciliği ürünleri kabul etmeme serbestisine sahiptir.
 4. Ürünler **Save the Children Esenyurt (Istanbul) Merkeze, Levent Ofise veya Hatay Ofise** teslim edilecektir. Bazı durumlarda farklı illere de gönderim yapılabilir. Save the Children farklı illere gönderme hakkını saklı tutar.
1. Relevant companies should include the packaging and transportation costs in the product prices when submitting their offers.
 2. The products will be prepared in closed and high quality boxes. The information and quantities of the products inside will be written on the boxes.
 3. The supplier company is responsible for any damage, loss and collateral damage that may occur during shipping and delivery, and for the elimination of damages that have occurred. In similar cases, Save the Children Turkey Representative has the freedom not to accept the products unless the deficiencies are corrected.
 4. The products will be delivered to **Save the Children Esenyurt (Istanbul) Center, Levent Office or Hatay Office**. In some cases, shipping can be made to different provinces. Save the Children reserves the right to send it to different provinces.

A) UYGULAMA ESASLARI VE KONTROLLÜK - PRACTICE PRINCIPLES AND CONTROL

1. Ödemeler ihale ekinde belirtilen birim hizmetlerin ifası üzerinden ödenecektir. Yüklenici herhangi bir hizmet için fiyat farkı talep edemeyeceğini kabul ve taahhüt eder. / Payments will be made over the performance of the unit services specified in the tender annex. The Contractor accepts and undertakes that he/she cannot demand price difference for any service.
2. Bu sözleşmede avans veya ihrazat ödemesi ile ara hakediş yapılmayacak olup işlerin teslimi tamamlandıktan sonra ödeme talep edilebilecektir. / In this contract, no advance payment or interim progress payment will be made, and payment may be requested after the delivery of the works is completed.
3. Siparişe konu olan işin tamamlanılması, SCI görevlisinin onayına tabii olacaktır. İş sonunda talep edilebilecek revizyonlar tamamlanılmadan sipariş tamamlanmış sayılmayacak ve ödemeler revizyon vs müteakibinde hak ediş gerçekleşince yapılacaktır. / The completion of the work subject to the order will be subject to the approval of the SCI officer. The order will not be considered completed until the revisions that may be requested at the end of the work are completed, and the payments will be made when the revision etc. is followed by the progress payment.

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
- (d) **Deliverables:** all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
- (f) **Order:** The Customer's order for the supply of Services, as set out in the Customer's purchase order form.
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

1.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Services

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

2.2 In providing the Services, the Supplier shall:

- (a) ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements;
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

2.4 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

2.5 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements

3.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.

3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:

(a) Child Safeguarding policy;

(b) Fraud, Bribery and Corruption policy; and

(c) Human Trafficking and Modern Slavery policy,

(together, the "Mandatory Policies"), attached to these Conditions.

- 3.4** The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
- 3.5** The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.6** The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.7** The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorized representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorized representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organization of the Customer to carry an audit of the Supplier's operations.

4. Performance

- 4.1** The Supplier shall perform the Services in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2** If the Supplier fails to comply with the time requirement referred to in Condition 4.1 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.
- 4.3** The Services shall be supplied at the destination and on the date or within the period specified in the Agreement and, in any event, during the Customer's usual business hours or as instructed by the Customer.
- 4.4** The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 4.5** The Customer shall be entitled to reject any Services supplied which are not in accordance with the Agreement. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 4.6** If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the

Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.

4.7 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

5. Indemnity

5.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a)** breach of any warranty given by the Supplier in Condition 9;
- (b)** personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c)** any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d)** any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (e)** any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (f)** any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

6. Price and Payment

6.1 The price of the Services shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

6.2 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

6.3 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

7. Termination

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

- (a)** the Supplier is in material breach of its obligations under the Contract; or
- (b)** the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
- (c)** the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
- (d)** the Customer reasonably believes that any of the events mentioned above in sub-sections **(a)** through **(c)** is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (e)** the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- (f)** the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.4, 4.5, 4.6, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. Customer's Name, Branding and Logo

The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorization.

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:

- (a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
- (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;
- (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
- (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Contract was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;
- (e) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- (f) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 9.1 during the term of this Contract, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights in Clause 9.1

10. Re-tendering

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

11. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13. Customer property

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

14. Notices

14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e- mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e- mail.

14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

15. Force majeure

15.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

15.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

16. General

16.1 Assignment and subcontracting:

- (a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

16.2 Severance:

- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.3 Waiver and cumulative remedies:

- (a) No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 16.4** No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 16.5** Third party rights: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 16.6** Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
- 16.7** Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).