

## Fiyat Teklif Çağrısı / Invitation to Bid

### Hijyen Farkındalık Aktivitesi Malzemeleri Alımı - Hatay

### Hygiene Awareness Activity Materials in Hatay Province

## RFQ-TUR-2024-057

#### ARKA PLAN

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.

Yıkıcı bir deprem Türkiye'yi vurdu ve ölü sayısı 40.000'i geçti; hastaneler, okullar ve hükümet binaları da dahil olmak üzere 7.000'den fazla bina yıkıldı. Şimdi, hayatta kalan sayısız insan barınak, gıda, su ve sanitasyon gibi temel yardımlara ihtiyaç duyuyor. Save the Children, bölgedeki çocukları ve etkilenen nüfusu korumak amacıyla gıda, barınak ve sıcak tutacak giysilere erişim için acil ihtiyaç duyulan desteği sağlamak üzere çalışmaktadır.

#### İŞİN NİTELİĞİ

Hijyen farkındalık aktivitesi malzemelerinin özelliklerini aşağıda bulabilirsiniz.

Hizmet Hatay ili, Antakya ilçesi, Hasanlı mahallesi mevkiinde yer alan Save the Children deposuna ürünlerin nakliyesini de içermelidir.

- Hijyen farkındalık aktivitesi malzemeleri aşağıda yer alan özelliklerde olmalıdır.
- Ürünlerin nakliyesi teklif veren firma tarafından gerçekleştirilmelidir.

#### SEÇİM KRİTERLERİ

SCI, adil ve şeffaf bir ihale süreci yürütmeye ve bu ihale sürecinde tüm teklif sahiplerine eşit davranılmasını ve değerlendirilmesini sağlamaya kararlıdır. Teklif sahiplerinin yanıtları dört ağırlıklı kriter kategorisine göre değerlendirilecektir:

### TEMEL KRITERLER

- Teklif sahibi ve personeli, bu süreç boyunca ve gelecekte imzalanan herhangi bir sözleşmenin süresi boyunca SCI'nin Politikalarına uymayı kabul eder. Lütfen ekte bulunan politikalar dokümanını imza ve kaşeli iletiniz.
- Teklif sahibi, yürürlükteki yaptırım yasaları veya terörle mücadele yasaları kapsamında yasaklı bir taraf olmadığını veya Amerika Birleşik Devletleri veya Avrupa Birliği tarafından yaptırım altında mal sağladığını teyit eder ve SCI'nin bunu doğrulamak için bağımsız kontroller yapacağını kabul eder.
- Lütfen aşağıdaki evrakları sununuz;
  1. Vergi sicil numarası ve sertifikası
  2. İşletme kayıt belgesi
  3. Ticaret lisansı
  4. Vergi Levhası
  5. Son 3 yıla ait mali bilgiler
- Ekte bulunan TOR ve Invitation to Bid dosyalarını imza ve kaşeli olarak iletiniz.
- Teklif sahibi ürünlerin teknik özelliklerini gösterir katalog paylaşmak **zorundadır**. Katalog paylaşılmayan teklifler geçersiz sayılacaktır.

### SÜRDÜRÜLEBİLİRLİK KRİTERLERİ (%10)

- İhaleye katılan firmanın Hatay'da tüzel kişiliği veya şirketi olması deprem sonrası karbon ayak izinin azaltılmasını ve yerel ekonominin geliştirilmesini sağlayacaktır. (%10)

### YETERLİLİK KRİTERLERİ (%50)



- Teklif veren firma 3 adet referans mektubu ya da tavsiye mektubu ya da sözleşme ya da son 3 yılda benzer işi yaptığını kanıtlar belge paylaşmalıdır. (sözleşme ise iş bitirme dokümanı ile paylaşınız) (%10)
- Teknik değerlendirme %20 (Katalog incelenmesi ve ürünlerin teknik personel tarafından ürünlerin kalitesine göre puanlanması, olası bir anlaşma durumunda, katalogta bulunan ürünler tedarik edilecektir, ürün değişimi sadece tarafların mutabık kalması üzerine olacaktır.)
- Ürünlerin teslimat süresi, RFQ formunda bulunan ilgili kısmı doldurunuz (%20)




### TİCARİ KRİTERLER (%40)




- Teklifler birim fiyat ve ABD Doları cinsinden sunulmalıdır. (KDV ve diğer ücretler ve masraflar birim fiyata dahil edilmelidir)
- Teklifinizi yalnızca RFQ belgesinde imzalanmış ve damgalanmış olarak PDF formatında ve ayrıca Excel formatında sunun. (%40)




## Teknik Özellikler/ Technical Specifications




Teklif edilen aşağıdaki talep edilen özellikler ile uyumlu olmalıdır. The offer should adhere to the technical specifications outlined below.



NO	Item	Technical Specification	Sample and other details
1	Katı Sabun / Solid Soap	<p>Paket içinde 4 adet sabun bulunmalı ve ambalajda olmalıdır. Yoğunluğu: 1.05(+/-0.05), PH değeri 5-7 arasında olmalıdır. Bir paket en az 250 gr olmalıdır. Kanserojen madde içermemelidir. Cilde zarar veren maddeler içermemelidir. Kolay köpürmeli ve kolay durulanabilmelidir. Cildi kurutmamalı, tahriş etmemeli, alerji yapmamalıdır. Orijinal etiket üzerinde üretici firma adı, markası, ürün adı, kullanma talimatı, uyarıcı öneriler, son kullanma tarihi, yoğunluk oranı, pH değeri ile ilgili bilgiler olmalıdır. TSE standardına uygun üretildiğine dair belgeler olmalıdır. ISO kalite sistem yönetimi belgesi olmalıdır.</p> <p>/</p> <p>It packages must contain 4 soaps and be wrapped. Density: 1.05(+/-0.05), pH value should be between 5-7. A package must weigh at least 250 grams. It must not contain carcinogenic substances. It must not contain substances harmful to the skin. It should lather easily and rinse off easily. It should not dry the skin, cause irritation, or allergies. The original label should include the manufacturer's name, brand, product name, usage instructions, warning suggestions, expiration date, density ratio, and pH value information. It must have documents indicating compliance with TSE standards. It must have an ISO quality management system certificate.</p>	
2	Şampuan / Shampoo	<p>Saçları temizlemeli ve güçlendirmelidir. Tüm saç tipleri için kullanıma uygun olmalıdır. PH değeri 5.5 olmalıdır. Hoş kokulu olmalıdır. Dermatolojik olarak test edilip onaylanmış olmalıdır Paraben içermemelidir. Şampuan kutusunun ağzı bant ile kapatılmalıdır. 600 ml ambalajda olmalıdır. Ürüne ait TSE belgesi olmalıdır. Ürünün kullanım alanlarını, pH değerini, kullanım oranını, kullanım talimatını gösteren ürün bilgileri etiketinde bulunmalıdır. Sızdırma yapmaması için kapak bantlanmalıdır.</p> <p>/</p> <p>It should be suitable for all hair types. The pH value should be 5.5. It should have a pleasant fragrance. It should be dermatologically tested and approved. It should be free of parabens. The mouth of the shampoo box should be closed with tape. It should be in a 600 ml package. The product should have a TSE certificate. The product information label should include the usage areas, pH value, usage rate, and usage instructions. Need to ship with duct tape to bottle cover.</p>	

3	Çocuk Diş Fırçası / Children's Toothbrush	<p>Kılları yumuşak olmalıdır.</p> <p>Çocukların ağızına ve eline uygun boyutta olmalıdır. Küçük ve ergonomik bir tasarıma sahip olmalıdır.</p> <p>Çocukların ilgisini çekebilmesi için renkli ve eğlenceli bir tasarıma sahip olmalıdır.</p> <p>Sapı, kolaylıkla kavranabilmesi için ergonomik bir şekilde tasarlanmalıdır. Hijyenik ve dayanıklı bir malzemeden üretilmiş olmalıdır. Ayrıca kolayca temizlenebilir olmalı ve bakteri üremesine izin vermemelidir. Diş fırçasının paketinin içinde diş fırçasını fırça kısmını muhafaza edecek kapak olmalıdır. ISO ve TSE standartlarına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>The bristles should be soft.</p> <p>It should be of a size suitable for children's mouths and hands. It should have a small and ergonomic design. It should have a colorful and fun design to attract children's attention. Its handle should be ergonomically designed so that it can be easily grasped.</p> <p>It should be made of a hygienic and durable material. It should also be easily cleanable and should not allow bacterial growth. There should be a cover inside the toothbrush package to protect the brush part of the toothbrush. It should be manufactured in accordance with ISO and TSE standards.</p>	
4	Çocuk Diş Macunu / Children's Toothpaste	<p>Tüp içinde 50 ml'lik orijinal ambalajında olmalıdır. İçeriğinde florür olmamalıdır.</p> <p>Doğal meyve aroması ile tatlandırılmış olmalıdır. İçeriğinde şeker bulunmamalıdır.</p> <p>Jel kıvamında olmalı ve yapay tatlandırıcı, renklendirici içermemelidir. Dişi etkin şekilde temizleyebilmelidir. ISO ve TSE standartlarına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>It should be in its original 50 ml tube packaging. It should not contain fluoride.</p> <p>It should be sweetened with natural fruit flavour. It should not contain sugar.</p> <p>It should have a gel consistency and should not contain artificial sweeteners or colorants.</p> <p>It should be able to clean teeth effectively.</p> <p>It should be produced in accordance with ISO and TSE standards.</p>	
5	Yetişkin Diş Fırçası / Adult Toothbrush	<p>Etiket bilgilerinde üretici ve ithalatçı firmanın adı, adresi ve tescilli markası yazılmış olmalıdır.</p> <p>Kendine özgü renkte olmalı ve sağlam olmalıdır.</p> <p>Her bir diş fırçası ayrı bir koruma kabında (kullanım sonrası muhafaza için kutulu) olmalıdır.</p> <p>Uzerinde bakanlığın izin tarih ve sayısı olmalıdır.</p> <p>Etkin temizlik olması için sık kılları olmalıdır.</p> <p>Kıl malzemesi naylon olmalıdır. Tutucu sapı ergonomik olmalıdır. Diş fırçası kılları orta sertlikte olmalıdır. Fırça gövdesi gıda mevzuatına uygun plastikten olmalıdır. ISO ve TSE standartlarına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>The name, address and registered trademark of the manufacturer and importer company must be written on the label information. It must be in its own color and must be sturdy.</p> <p>Each toothbrush must be in a separate protective case (boxed for storage after use).</p> <p>It must have the date and number of the ministry's permit. It must have dense bristles for effective cleaning. The bristle material must be nylon.</p>	


		The holder handle must be ergonomic. The toothbrush bristles must be of medium hardness. The brush body must be made of plastic that complies with food legislation. It must be manufactured in accordance with ISO and TSE standards.	
6	Yetişkin Diş Macunu / Adult Toothpaste	<p>Tüp içinde 100 ml'lik orijinal ambalajında olmalıdır. Jel kıvamında olmalı ve yapay tatlandırıcı, renklendirici içermemelidir. İçerisinde florür olmamalıdır. Ferahlatıcı özelliğe sahip olmalıdır. ISO ve TSE standartlarına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>It should be in its original 100 ml tube packaging. It should have a gel consistency and should not contain artificial sweeteners or colorants. It should not contain fluoride. It should have a refreshing feature. It should be produced in accordance with ISO and TSE standards.</p>	
7	Islak Mendil / Wet Wipes	<p>Islak mendil 120'li kapalı paketler içinde üretilmiş olmalıdır. Poşetin üzeri plastik kapaklı olmalıdır. Hoş kokulu olmalıdır. Karton koliler içerisinde sağlam olarak teslim edilmelidir. Yumuşak, emici, elastik dirençli olmalıdır. Hypoallerjenik yapısı cildin PH dengesi ile uyumlu olmalıdır. PH değeri 5 ile 6 aralığında olmalıdır. Boya maddesi, alkol ve paraben içermemelidir. ISO ve TSE standartlarına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>Wet wipes should be produced in closed packages of 120 pieces. The package should have a plastic lid. It should have a pleasant fragrance. It should be delivered securely in cardboard boxes. It should be soft, absorbent, and elastic resistant. Its hypoallergenic structure should be compatible with the skin's pH balance. The pH value should be between 5 and 6. It should not contain dyes, alcohol, or parabens. It should be produced in compliance with ISO and TSE standards.</p>	
8	Cam Su Matarası / Glass Water Bottle	<p>350ml hacminde olması gerekmektedir. İç malzeme ve dış malzeme cam malzemeden üretilmelidir. Kapak kısmı paslanmaz metal malzemeden üretilmiş olmalıdır ve Kapak kısmında matara tutma sapı olmalıdır. Ölçüleri: 22.5cmx6.8cm olmalıdır. Şişeye geçirilmiş kılıfı olmalıdır. Üzerinde Save the Children logosu olmalıdır.</p> <p>/</p> <p>It must be 350ml in volume. The inner and outer materials must be made of glass. The lid must be made of stainless metal material and there must be a water bottle handle on the lid. Dimensions: 22.5cmx6.8cm. It must have a cover that is attached to the bottle. It must have the Save the Children logo on it.</p>	

9	10 Lt Çöp Kovası / 10 litre Trash Can	<p>10 Lt hacminde olmalıdır.</p> <p>Plastik malzemeden üretilmiş kova olmalıdır.</p> <p>Üst kapağı çıkarılabilir olmalıdır ve üst kapağı çöp atabilmek için açılıp kapanabilir olmalıdır.</p> <p>Kolay bir şekilde yıkanabilir olmalıdır.</p> <p>Çöp kovasının ağız kısmı kesici olmamalıdır ve poşet geçirildiğinde yırtılmayacak şekilde olmalıdır.</p> <p>Her türlü taşıma ve çarpmaya karşı dayanıklı olmalıdır.</p> <p>Çöp kovası gri renkte olmalıdır.</p> <p>Çöp kovaları ambalajlı şekilde ve paketli olarak teslim edilmelidir.</p> <p>Ürün T.S.E. ve ISO belgesine sahip olmalıdır.</p> <p>/</p> <p>It should have a volume of 10 Lt.</p> <p>It should be a bucket made of plastic material.</p> <p>The top cover should be removable, and the top cover should be able to be opened and closed for throwing garbage. It should be easily washable. The mouth of the garbage can should not be sharp and should not be torn when the bag is put on. It should be resistant to all kinds of transportation and impact. The garbage can should be gray.</p> <p>Garbage cans should be delivered in packaged and packaged form.</p> <p>The product should have T.S.E. and ISO certificates.</p>	
10	Küçük Boy Çöp Torbası / Small Size Garbage Bag	<p>40x50 (küçük boy) ölçüsünde ve beyaz renkte olmalıdır.</p> <p>Çift katlı olmalıdır.</p> <p>10 Lt hacminde, çift kaynaklı olmalıdır.</p> <p>Ürün orijinal ambalajında, rulo halinde her ruloda 30 adet bulunmalıdır.</p> <p>Orijinal ambalajı üzerinde imalatçı adı veya ticari adı ve adresi, üretim tarihi, varsa özel depolama şartları ve ürün özellikleri yazılı olmalıdır.</p> <p>Perfore kesim ve doğada çözünebilir nitelikte olmalıdır.</p> <p>Ürün T.S.E. ve ISO belgesine sahip olmalıdır.</p> <p>/</p> <p>It should be 40x50 (small size) and white in color.</p> <p>It should be double layered.</p> <p>It should have a volume of 10 Lt, double-welded.</p> <p>The product should be in its original packaging, in rolls, with 30 pieces per roll. The manufacturer's name or trade name and address, production date, special storage conditions if any, and product features should be written on the original packaging.</p> <p>It should be perforated and biodegradable.</p> <p>The product should have T.S.E. and ISO certificates.</p>	
11	Büyük Boy Havlu / Large Size Towel	<p>%100 pamuktan üretilmiş olmalıdır.</p> <p>Bordürsüz olmalıdır.</p> <p>Havlunun tek veya çift kat olması gerekmektedir.</p> <p>Hav yapısının bozulmaması için atkı ipliği olarak karde (ring eğirme) kullanılmış olması gerekmektedir.</p> <p>Havlunun ölçüleri 70cm x 140cm olmalıdır.</p> <p>Havlu yaklaşık 450 gr olmalıdır.</p> <p>/</p> <p>It should be made of 100% cotton.</p> <p>It should be borderless.</p> <p>The towel should be single or double layered.</p> <p>In order not to damage the pile structure, carded (ring spun) yarn should be used as weft yarn.</p> <p>The dimensions of the towel should be 70cm x 140cm.</p> <p>The towel should be approximately 450 gr.</p>	

1 2	Orta Boy Havlu / Medium Size Towel	<p>%100 pamuktan üretilmiş olmalıdır. Bordürsüz olmalıdır. Havlunun tek veya çift kat olması gerekmektedir. Hav yapısının bozulmaması için atkı ipliği olarak karde (ring eğirme) kullanılmış olması gerekmektedir. Havlunun ölçüleri 50cm x 90cm olmalıdır. Havlu yaklaşık 250 gr olmalıdır.</p> <p>/</p> <p>It should be made of 100% cotton. It should be borderless. The towel should be single or double layered. In order not to damage the pile structure, carded (ring spun) yarn should be used as weft yarn. The dimensions of the towel should be 50cm x 90cm. The towel should be approximately 250 gr.</p>	
1 3	Hijyenik Ped / Sanitary Pad	<p>Pakette en az 16 adet olmalıdır. Kanserojen madde içermemelidir. Cilde zarar veren maddeler içermemelidir. Dermatolojik testlerle onaylanmış olması gerekmektedir. Nem, ıslaklık, koku oluşumuna neden olmamalıdır. Sızıntılara karşı %100'e kadar koruma sağlamalıdır. Süper emici, sıvıyı hapseden tanecik içeren güçlü bir merkeze sahip olmalıdır. En az 3 mm'lik kalınlıkta olmalıdır. Ürünlerin hepsi tek pakette yer almalıdır. Paketin içinde ki her pedin kendi koruma paketi olmalıdır. Ürün normal ebatlarda olmalıdır. Hijyenik pedin yerinde kalmasını sağlayan kanatlara sahip olmalıdır. Ürün TSE standardına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>There should be at least 16 pieces in the package. It should not contain carcinogenic substances. It should not contain substances that harm the skin. It should be approved by dermatological tests. It should not cause moisture, wetness, or odor. It should provide up to 100% protection against leaks. It should have a strong center containing super absorbent, liquid-trapping particles. It should be at least 3 mm thick. All products should be in a single package. Each pad in the package should have its own protection package. The product should be of normal size. It should have wings that ensure that the sanitary pad stays in place. The product should be manufactured in accordance with the TSE standard.</p>	
1 4	Banyo Lifi / Bath Loofah	<p>Örgü top file şeklinde olmalıdır. Cilde ve sağlığa zarar vermeyen malzemeden üretilmiş olmalıdır. Slikon malzemeden üretilmiş bilek tutma sapı olmalıdır. Ürün mavi renkte olmalıdır. Antibakteriyel ve hızlı kuruyan yapısı olmalıdır. Az miktarda duş jeli veya sabunla bol miktarda köpük oluşturabilmelidir. Cildi tahriş etmemeli, nazikçe temizlemeli ve ölü deri hücrelerini arındırmalıdır. Ürünler paketlenmiş bir şekilde ambalajlı olmalıdır. Ürün TSE standardına uygun üretilmiş olmalıdır.</p> <p>/</p> <p>with the TSE standard. The knitted ball should be in the form of a net. It should be made of a material that does not harm the skin and health. It should have a wrist grip made of silicone material. The product should be blue. It should have an antibacterial and fast-drying structure. It should be able to create plenty of foam with a small amount of shower gel or soap.</p>	

		It should not irritate the skin; it should clean gently and remove dead skin cells. The products should be packaged in a packaged manner. The product should be produced in accordance	
1 5	Duş Sabunu / Shower Soap	<p>Doğal sabun kokulu olmalıdır. Beyaz renkte olmalıdır. Banyo sabunları en az 150 gramlık jelatin ambalajında olmalıdır. Ambalaj üzerinde firmanın ticari unvanı, kısa adı, adresi veya varsa tescilli markası olmalıdır. Ürünün adı, sınıfı, tipi, TSE logosu, standardın işaret numarası (TS...gibi), net miktarı, üretim tarihi (gün,ay,yıl olarak), parti seri ve kod numaralarından en az birisi olmalıdır. Ayrıca taşıma, depolama, ve kullanımı ile ilgili açıklayıcı bilgiler ve gerekli koruyucu tedbirler (yazı ve sembolle) belirtilmiş olmalıdır. Suda köpürme özelliği yüksek olmalıdır. Suda kolay çözülmelidir. Her türlü suda etkili olacak, suyu yumuşatacak ve tortu bırakmayacaktır. Geniş bir su sıcaklığı aralığında etkili olacaktır. Aşındırıcı olmayacaktır. Cilde zarar vermeyecektir. Kolayca durulanabilecek, istenmeyen renk ve koku bırakmayacaktır. Toksik (zehirleyici) etkiye sahip olmayacaktır.</p> <p>/</p> <p>The soap should have a natural smell. It should be white. Bath soaps must be in a gelatin package of at least 150 grams. The company's trade name, short name, address or registered trademark, if any, should be on the packaging. The product's name, class, type, TSE logo, standard marking number (such as TS), net quantity, production date (day, month, year), batch serial and code numbers should be at least one of these. In addition, explanatory information and necessary protective measures (written and with symbols) regarding transportation, storage and use should be specified. It should have high foaming properties in water. It should dissolve easily in water. It will be effective in all types of water, soften the water and will not leave any residue. It will be effective in a wide range of water temperatures. It will not be corrosive. It will not harm the skin. It can be easily rinsed, does not leave unwanted colors and odors. It will not have a toxic (poisonous) effect.</p>	
1 6	Bez Torba / Cloth Bag	<p>%100 pamuktan üretilmelidir. 38x45cm ölçülerinde olmalıdır. Tek yönünde görselde belirtilen Save the Children logosunun baskısı yapılmalıdır. Sipariş verilen ürünlerin miktarları tedarikçi ile iletişim kurularak bez torbalara doldurulmalı daha sonrasında bez torbalar karton kutulara doldurulmalıdır.</p> <p>/</p> <p>Must be made of 100% cotton. It should be 38x45cm in size. The Save the Children logo specified in the image should be printed on one side. The visual of the printing to be done on the cloth bag is attached. and then the cloth bags should be filled into cardboard boxes.</p>	



1 7	Karton Kutu / Carton Box	<p>En az 2 katlı (çift kaynaklı) karton kutu olmalıdır. Ürünlerde ve karton kutuda herhangi bir bozulma olmadan bez çanta ve içindeki ürünleri rahatlıkla taşıyabilmelidir. Üzerinde herhangi bir baskı olmamalıdır. Karton kutular 25'er adet bez çanta ve bez çanta içindeki malzemeleri sığabilecek en az 60x50x50 büyüklükte olmalıdır.</p> <p>There should be at least 2-layer (double source) cardboard boxes.</p> <p>It should be possible to carry the cloth bag and the products inside it easily without any damage to the products and the cardboard box.</p> <p>There should be no printing on it.</p> <p>Cardboard boxes must be at least 60x50x50 in size to fit 25 cloth bags and the materials inside the cloth bags.</p>	
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### AMBALAJ VE NAKLİYE PRENSİPLERİ

- İstenen tüm malzemeler kapalı ve orijinal kutularda sağlanacaktır. Kutuların üzerine ürünlerin bilgileri ve miktarları yazılacaktır.
- Tedarikçi firma nakliye ve teslimat sırasında oluşabilecek her türlü hasar, kayıp ve yan hasardan ve oluşan hasarların giderilmesinden sorumludur. Benzer durumlarda Save the Children Türkiye Temsilcisi eksiklikler giderilmediği sürece ürünleri kabul etmeme özgürlüğüne sahiptir.
- Ürünler Save the Children'ın Hatay'da belirlediği lokasyonlara teslim edilecektir.
- Tedarikçi tüm gerekli ürünleri DDP incoterm'e göre teslim etmekten sorumlu olacaktır. Teslimat, yükleme, boşaltma dahil tüm masraflar fiyata dahil edilmelidir.

### UYGULAMA İLKELERİ VE KONTROL

- Ödemeler, ihale ekinde belirtilen birim hizmetlerin ifası üzerinden yapılacaktır. Yüklenici, herhangi bir hizmet için fiyat farkı talep edemeyeceğini kabul ve taahhüt eder.
- Bu sözleşmede, avans ödemesi veya ara ilerleme ödemesi yapılmayacak ve işlerin teslimi tamamlandıktan sonra ödeme talep edilebilir.
- Siparişe konu işin tamamlanması, SCI görevlisinin onayına tabi olacaktır. İşin sonunda talep edilebilecek revizyonlar tamamlanana kadar sipariş tamamlanmış sayılmayacak ve revizyon vb.'nin ilerleme ödemesi ile takip edilmesi halinde ödemeler yapılacaktır.
- Malzemeler şartnamelere uygun olmalı ve gerekirse istisnai durumlarda numuneler ve ölçümler önceden sağlanmalıdır.
- Malzemeler konteyner sınıfları için uygun olmalı ve kolayca taşınabilir olmalıdır.
- Fiyat teklifi, belirlenen depoya veya varış noktasına nakliye, montaj ve yeniden yerleştirme hizmetlerini içermelidir.
- Tüm ürünler en az 2 yıllık garantiye sahip olmalıdır.
- Save the Children tüm ürünleri satın alma taahhüdünde bulunmaz ve ihtiyaçlara ve gerekli miktarlara göre ürün talep etme hakkını saklı tutar.

## TEKLİF SUNUMU

İlgilenen teklif sahiplerinin istenen belgeleri en geç 22 Ağustos 2024 saat 17:00'ye (GMT+3) kadar [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) adresine e-posta ile göndermeleri gerekmektedir.

Teklif sahipleri ihaleye ilişkin soruları 19 Ağustos 2024 saat 17:00'ye (GMT+3) kadar [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) adresine e-posta ile göndererek sorabilirler.

[procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) mail adresi sadece sorulacak sorular içindir, lütfen teklifinizi sadece [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) adresine iletiniz. [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) adresine gönderilecek teklifler geçersiz olacaktır.

- E-postanın konusu "Teklif/ RFQ-TUR-2024-057- Firma Adı olmalıdır.
- Ekli tüm belgeler, her bir dosyanın neyle ilgili olduğunun anlaşılabilmesi için açıkça isimlendirilmelidir.
- E-postalar 15mb'ı geçmemelidir - dosya boyutları büyükse, lütfen gönderimi iki e-postaya bölün.
- Teklifinizi geçersiz kılacağından, gönderirken diğer SCI e-posta adreslerini e-postaya kopyalamayın.

## 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).