

**İZLEME VE DEĞERLENDİRME ARAŞTIRMALARI İÇİN YILLIK ÇERÇEVE ANLAŞMASI**  
**GENEL İDARİ ve TEKNİK ŞARTNAMESİ**  
**RFQ-TUR-2024-066**

**ANNUAL FRAMEWORK AGREEMENT FOR MONITORING AND EVALUATION RESEARCH**  
**GENERAL ADMINISTRATIVE and TECHNICAL SPECIFICATIONS**  
**RFQ-TUR-2024-066**

**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- İŞİN KAPSAMI / SCOPE OF WORK**

<b>a) Niteliği, Türü, Miktarı / Quality, Type, Amount</b>	<p>Save the Children International (SCI) kuruluşun genel araştırma girişimlerine yardımcı olması için izleme ve değerlendirme araştırma ekiplerine ihtiyaç duymaktadır. SCI tarafından yapılacak olan izleme ve değerlendirme araştırmaları, pazar değerlendirmeleri gibi tematik ve teknik araştırmalardan, kalite ve memnuniyet değerlendirmelerine kadar her operasyonel alan için ihtiyaçlara bağlı olarak değişecektir. Kullanılacak olan metodoloji, yüz yüze yapılandırılmış ve yarı-yapılandırılmış görüşmeler, hane halkı anketleri, telefon anketleri dahil ancak bunlarla sınırlı olmamak üzere, çeşitli yöntemleri içerecektir.</p> <p>SCI requires quantitative monitoring and evaluation research teams to assist the organization's overall research initiatives. The monitoring and evaluation studies to be carried out by SCI will vary depending on the needs for each operational area, from thematic and technical research such as evaluations research, market evaluations to quality and satisfaction evaluations. The methodology to be used will include a variety of methodologies including but not limited to face-to-face structured and semi-structured interviews, household surveys, telephone surveys.</p>
<b>b) Yapılacağı Yerler / Locations</b>	Istanbul, Gaziantep, Hatay, Adıyaman, Kahramanmaraş
<b>c) İşe Başlama Tarihi / Date of start</b>	Sözleşmenin imzalanmasından itibaren Save the Children'ın talebi üzerine yapılacaktır. Sözleşme süresi bir (1) yıl olacaktır.

	It will be done at the request of Save the Children from the signing of the contract. The contract period will be one (1) year.
<b>d) İşin Süresi / Duration</b>	1 YIL 1 YEAR

### 3- TEKLİF SUNUMU / SUBMISSION OF THE BID

Teklifler en geç **30 Eylül 2024, 17:00'a (yerel saat; GMT +2)** kadar elektronik olarak aşağıda belirtilen [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) adresine gönderilmelidir. Dosyaların tek e-postaya sığmaması durumunda birden fazla e-posta gönderebilirsiniz.

Quotations must be submitted latest by **30 September 2024, 17:00 (local time; GMT+2)** electronically to [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) e-mail address. If mail server does not allow you to attach all documents, you can send in separate e-mails.

#### a) 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 genel idari ve teknik şartnameler ve detaylı finansal teklif (A3 ve A4'te belirtilen iş tanımları ile ilgili) / Copy of signed and stamped administrative and technical terms of reference (as per the terms of reference in A3 and A4)
- İmzalanmış ve kaşelenmiş şekilde RFQ-TUR-2024-066 Referans nolu belge / Signed and stamped RFQ-TUR-2024-066 Referenced document
- Talep edilen hizmetler için istihdam edilecek olan çalışanların CV'leri / CVs of the personnel that will be employed for the requested services.
- Teklif veren firmaların daha önceki benzer iş tecrübeleri (en az 1 adet) / Similar past experiences of the bidders for a similar work (minimum 1)

#### b) Soru ve Açıklamalar /Request for Clarifications

Soru ve açıklama istekleriniz için **26 Eylül 2024, 17:00'a** kadar [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) adresinden bizlerle iletişime geçmenizi rica ederiz. / We kindly request you to contact us @ [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) until **26 September 2024, 17:00.**

#### 4. DEĞERLENDİRME KRİTERLERİ / EVALUATION CRITERIA

##### ZORUNLU KRİTERLER / ESSENTIAL CRITERIA

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

- İsteklinin ana iş faaliyet kolu anket, araştırma veya danışmanlık ile ilgili olmalıdır (SCI gerekli gördüğü takdirde mizan talep edecektir) / Bidder's main line of business activity shall be poll, research or consultancy (SCI has the right to request for further documentation such as trial balance)
- 2022-2023 yıllarına ait finansal bilanço/vergi beyannamesi (şirket – kurum olması halinde) / financial statement of 2022-2023 (if the bidder is a company – establishment)
- Firma kaydı ile ilgili gerekli belgeleri sununuz (Ticari Sicil Gazetesi, Vergi Levhası, İmza Sirküleri, Ticaret Odası Kaydı sunulan teklifin imza sahibi için imza sirküleri) – (şirket – kurum olması halinde)/ Please provide necessary documentation for proof of your registration in country (Trade Registry Gazette, Chamber of Commerce Registration, Tax Documentation, Circular of Signature for signatory person for the offer submitted)- (if the bidder is a company – establishment)
- 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 ve idari şartnameye tam uyum (bu maddeye dair teyit yazısı sununuz ve/veya şartnamelerin kaşe ve imzalı kopyalarının sunulması) / Full compliance with the technical and administrative terms of reference. Please provide confirmation letter and/or submission of signed and stamped ToRs.
- Teklif veren firmalar talep edilen hizmet için istihdam edeceği çalışanlarının CV'leri. / Bidders shall provide the CV of the key personnel for the requested services.
- Teklif veren firmalarda talep edilen hizmet için istihdam edilecek olan personelin anadilde Türkçe ve/veya Arapça (Suriye Arapçası) okuma, yazma ve konuşma yetkinliği olmalıdır. / The Applicant must possess native Turkish and/or Arabic (Syrian Arabic) reading, writing and speaking skills.

##### KAPASİTE KRİTERLERİ / CAPABILITY CRITERIA (50%)

- Son 3 yılda benzeri kapsamda iş yapıldığına dair 3 referans ve bu işleri belgeler fatura/hakediş vs dökümanları (tercihen konsolosluklar, STK'lar, uluslararası firmalar / 3 references within similar scope of work in last 3 years with document of proof invoice, purchase order, contract etc. (preferably NGOs, international institutions, consulates) (10%).
- Teklif veren firmalar talep edilen hizmet için istihdam edeceği çalışanlarının CV'leri. / Bidders shall provide the CV of the key personnel for the requested services.(20%)
- Oluşturulacak olan anketör havuzu için teklif edilen çalışanların dil yetkinliklerini kanıtlayan sertifikalar / Certificates which proves the language capability of the offered personnel for the enumerator pool. (10%)

- Talep edilmesi halinde anketlerin başlaması için gereken süre (gün bazında) / Required day for to begin the enumeration activities after requested by SCI. (10%)

### **FİNANSAL KRİTERLER / FINANCIAL CRITERIA (40%)**

- Teklif detaylı döküm olarak gönderilmelidir ve USD olarak teklif verilmelidir. (KDV ve diğer ücretler de dahil olmalı ve ayrıca belirtilmelidir) / Proposals should be sent in a detailed breakdown. Proposals should be all inclusive and in USD (VAT and other costs shall be included and detailed) (%40).

### **SÜRDÜRÜBİLİRLİK KRİTERLERİ / SUSTAINABILITY CRITERIA (10%)**

- Teklif veren, sürdürülebilirliği proje metodolojisine dahil etmiştir; deneyim ve yerel bağlam ve toplum anlayışını gösterir; işgücü, yerel topluluktan/bölgeden personeldir. / Bidder has incorporated sustainability into their project methodology; demonstrates experience and understanding of local context and community; workforce is staffed from the local community / region (10%)

### **GENEL İDARİ ŞARTNAME / GENERAL ADMINISTRATIVE SPECIFICATIONS**

#### **GENEL İDARİ A 1: / GENERAL ADMINISTRATIVE A 1:**

Hizmetin gerçekleşmesi için Yüklenici aşağıdaki iş tanımında (Genel İdari A1 ve A2) belirtilen ve talep edilen hizmetlerin ihale bedeli içinde olacağını kabul edecektir. Hizmetin gerçekleşmesi için aşağıdaki kriterleri hizmet sağlayıcı ihale şartlarına uygun olacağını peşinen taahhüt ve kabul eder. / For the realization of the service, the Contractor shall accept that the services specified and requested in the following job description (General Administrative A1 and A2) will be included in the tender price. The service provider undertakes and accepts in advance that the following criteria for the realization of the service will be in accordance with the tender conditions.

- Yüklenici firma Save the Children'a her il için en az 20 adet anketör ve 2 takım lideri için bir havuz oluşturacaktır. İstanbul ve Hatay için 20'şer anketör ve 2'şer takım lideri, Gaziantep, Adıyaman ve Kahramanmaraş için toplamda 20 anketör ve 2 takım lideri olmak üzere. / The contractor company will create a pool for Save the Children for at least 20 enumerators and 2 team leaders for each province. 20 enumerators and 2 team leaders for İstanbul and Hatay, 20 enumerators and 2 team leaders for Gaziantep, Adıyaman and Kahramanmaraş.
- İstanbul için teklif edilecek olan çalışanların en az 10 tanesi Arapça (Suriye Arapçası) ve 8 tanesi Türkçe'yi ileri seviyede kullanabilen ve bu dillerde okuma, yazma ve konuşmayı bilen çalışanlar olacaktır. / The employees to be offered for İstanbul will be at least 10 of them Arabic (Syrian Arabic) and 8 of them who can use Turkish as their mother tongue and can read, write and speak in these languages.
- Hatay, Adıyaman, Kahramanmaraş ve Gaziantep için teklif edilecek olan çalışanların en az 10 tanesi Türkçe ve geri kalanı Arapça (Suriye Arapçası) ve Türkçe'yi ileri seviyede kullanabilen ve bu dillerde okuma, yazma ve konuşma yetkinliği olan çalışanlar olacaktır. / At least 10 of the employees to be offered for Hatay, Adıyaman, Kahramanmaraş and Gaziantep will be native Turkish speakers and the rest will be employees who can use

Arabic (Syrian Arabic) and Turkish as at advanced level and have the ability to read, write and speak in these languages.

- Tüm iller için teklif edilen takım liderleri Arapçayı ve Türkçeyi çok iyi derecede konuşabilen, okuyabilen ve yazabilen android işletim sistemli tablet ve windows işletim sistemli bilgisayar kullanabilen, temel MS Office yetkinliğine sahip ve geçmişte anketör olarak görev yapmış deneyimli çalışanlar olacaktır. / The proposed team leaders for all provinces will be experienced employees who can speak, read and write Arabic and Turkish very well, can use android operated tablets and windows operated computer, have proficiency in basic use of MS Office programmes and who have served as enumerators in the past.
- Teklif edilen anketörlerde veya takım liderlerinde bir değişiklik olması halinde, firma SCI ile iletişime geçip alternatif personeli ortaklaşa kararlaştıracaktır. / In the event of a change in proposed interviewers or team leaders, the firm will contact SCI and jointly decide on alternative staff.
- Telefon üzerinden yapılacak olan anketlerde telefon veya çağrı merkezi şartlarını Veri Koruma açısından gerekli olduğu takdirde SCI karşılayacaktır. / SCI will meet the telephone or call center requirements for surveys to be made over the phone, if necessary for Data Protection.
- Araştırma ve değerlendirme şartlarını yerine getirebilmeleri amacıyla, SCI teklif edilen personele Çocuk ve Yetişkin Güvenliği, Veri Güvenliği, Davranış Kuralları ve sahaya çıkacak personele ek olarak Emniyet ve Güvenlik hakkında eğitim verecektir. Bu eğitimler işe başlamak için zorunludur. Bu yüzden bu eğitim süresince istihdam edilecek olan personel için Yüklenici herhangi bir ücret talep etmeyecektir. / SCI will train proposed personnel on Child and Adult Safeguarding, Data Protection, Code of Conduct and also Safety and Security for personnel that will be going to the field so that they can meet research and evaluation requirements. These trainings are mandatory to get started. Therefore, the Contractor will not charge any fee for the personnel to be employed during this training.
- Yüklenici firma şifre korumalı bir bulut programı üzerinden anket yapacak olan ekibin dil seviyelerini, cinsiyetlerini, yaşlarını, almış oldukları eğitimleri, eğitim tarihlerini ve müsaitliklerini sürekli olarak güncelleyecektir. Bu bilgiler SCI ile paylaşılacaktır. / The contractor company will constantly update the language level, gender, age, training they have received, training dates and availability of the team that will conduct a survey over a password protected cloud program. This information will be shared with SCI.
- İstihdam edilecek olan çalışanların değerlendirmeleri CV ve iş izinleri (eğer gerekliyse) üzerinden yapılacaktır. / Evaluations of the employees to be employed will be made on the basis of their CV and work permits (if necessary).
- Yüklenici firma idari ve teknik şartnamede belirtilen personel sayısını devamlı olarak korumak, ayrılan elamanların yerine derhal yenisini bulmak zorundadır. / The contractor company has to constantly maintain the number of personnel specified in the administrative and technical specifications, and immediately find a new one to replace the personnel who left.
- Tüm personel 18 yaşından büyük olacaktır. / All personnel will be over 18 years of age.
- Yüklenici, idari ve teknik şartnamede tarif edilen hizmet işlerinin gerçekleştirilmesini teminen, bu şartnamede nitelikleri belirtilen personelin istihdamı ve çalıştırılmasıyla sorumlu olup, Save the Children ile sürekli koordinasyon içinde olacaktır. / The contractor is responsible for the employment and employment of the personnel whose qualifications are specified in this specification, and will be in constant coordination with

Save the Children, in order to ensure the performance of the service works described in the administrative and technical specifications.

- Yapılacak işler, Save the Children'in belirteceği kurallara/usulüne uygun ve sürekli, kesintisiz, devamlılığı sağlanarak yapılacaktır. / The work to be done will be done in accordance with the rules/procedure to be determined by Save the Children and will be done continuously, uninterruptedly, by ensuring its continuity.
- Yüklenici, Save the Children'in hizmet taleplerine 24 saat içinde yazılı olarak işin kaç gün veya saat süreceğinin bilgisini verecektir. / The Contractor shall inform Save the Children's service requests in writing within 24 hours, how many days or hours the work will take.
- Yüklenici çalıştırdığı yabancı personelin (eğer var ise) iş izinlerini almış olmalıdır. / The contractor must have obtained the work permits of the foreign personnel (if any) employed.
- Yüklenici, İş Kanunu, Sosyal Sigorta Mevzuatı ve diğer kanun ve mevzuattan doğan yükümlülüklerini yerine getirmekle mükelleftir. Yüklenici sigortasız işçi çalıştıramaz. / The Contractor is obliged to fulfill its obligations arising from the Labor Law, Social Insurance Legislation and other laws and regulations. The contractor cannot employ uninsured workers.
- Yüklenici, çalıştırdığı personelini, SGK'ya kaydettirmek, primlerini eksiksiz ödemek ve her ay sonunda SGK bildirgelerini organizasyona ibraz etmek zorundadır. Serbest Sözleşme (Freelance) tarzı çalışmalarda, Yüklenici proje/uygulama kapsamında çalıştırdığı kişinin SGK kayıt ve ödemeleri yapmak ve alakadar belgeleri Save the Children'a ibraz etmekle yükümlüdür. / The contractor has to register its employees with SGK, pay the premiums in full and submit the SGK declarations to the organization at the end of each month. In Freelance type works, the Contractor is responsible for making the SGK registration and payments of the person employed within the scope of the project/implementation and submitting the relevant documents to Save the Children.
- Çalışanlarını sigorta ettirmemesi durumunda SGK tarafından uygulanacak her türlü cezai müeyyideden Yüklenici sorumludur. / The Contractor is responsible for all kinds of penal sanctions to be applied by SGK in case its employees are not registered with SGK.
- İş yerinde işçi istihdamı sırasında 6331 Sayılı "İşçi Sağlığı ve İş Güvenliği Kanunu" kapsamında, Yüklenici çalışanları bilgilendirmek, işçi sağlığı ve iş güvenliği konusunda gerekli eğitimleri vermek zorundadır. İş yeri hekimi ile iş güvenliği uzmanı istihdam etme yükümlüğü Yükleniciye aittir. / During the employment of workers at the workplace, within the scope of the "Law on Occupational Health and Safety" No. 6331, the Contractor is obliged to inform the employees and to provide the necessary training on occupational health and safety. The obligation to employ a workplace physician and occupational safety specialist belongs to the Contractor.
- Kamu kurum ve kuruluşlarında çalışmalardan men edilmiş kişiler çalıştırılmayacak, işçi çalıştırılması hususunda Yüklenici İş Kanunu hükümlerine kesinlikle uyacaktır. Uymadığı takdirde tüm sorumluluk Yükleniciye ait olacaktır. / Persons banned from working in public institutions and organizations will not be employed, and the Contractor will strictly abide by the provisions of the Labor Law in terms of employing workers. In case of non-compliance, all responsibility will belong to the Contractor.

## **GENEL İDARİ A 2: / GENERAL ADMINISTRATIVE A 2:**

Yüklenici tarafından Save the Children'a verilecek olan hizmet için çalıştırılacak personelin aşağıda belirtilen bilgilerini paylaşacaktır ayrıca Yüklenici aşağıdaki bilgilerin doğruluğunu peşinen taahhüt ve kabul eder.:

- Çalışma izni (İstihdam edilen yabancı personel için)
- CV (Özgeçmiş)
- Üniversite Diploması (var ise)
- Dil Sertifikaları
- Sabıka Kaydı

The Contractor shall share the following information of the personnel to be employed for the service to be given to Save the Children by the Contractor, and the Contractor undertakes and accepts the accuracy of the following information in advance:

- Work permit (for employed personnel)
- CV (Resume)
- University Diploma (if any)
- Language Certificates
- Criminal record

## **GENEL İDARİ A 3: / GENERAL ADMINISTRATIVE A 3**

Yüklenici Save the Children'a **Genel İdari 1 ve Genel İdari 2** kapsamında teklif verecektir. Verilen teklif bir yıl geçerli olacaktır. Save the Children Yüklenici firma ile belirlenen sabit fiyat üzerinden verilen işin kaç gün süreceğini Yüklenici firmadan yazılı olarak iş başlamadan önce temin edecektir. Save the Children personelinin onayı alındıktan sonra işe başlanılacaktır ve işin süresi önceden belirlenen günü aşmayacaktır. / The Contractor shall submit a bid to Save the Children under General Administrative 1 and General Administrative 2. The offer will be valid for one year. Save the Children shall obtain the duration of the work given at a fixed price determined by the Contractor, in writing, from the Contractor before the work starts. The work will be started after the approval of Save the Children personnel and the duration of the work will not exceed the predetermined day.

Yukarıda belirtilen şartlar ve teklif talepleri doğrultusunda Yüklenici ile çerçeve anlaşma yapılacaktır. Yapılan çerçeve anlaşma neticesinde talep edilen dönemlerde Yüklenici tarafından Save the Children'ın talebi ile anket veya araştırma alanında uzmanlaşmış personel çalıştırılacaktır. / A framework agreement will be made with the Contractor in line with the above-mentioned conditions and bid requests. As a result of the framework agreement, the Contractor will employ personnel specialized in the field of survey or research upon the request of Save the Children.

## UYGULAMA ESASLARI VE KONTROL / APPLICATION PRINCIPLES AND CONTROL

- a) Teklif veren firmalar detaylı finansal kırılmaları belirtmelidir. Bu iş için talep edilen kırılımlar aşağıdaki gibidir; / Bidders should specify detailed financial breaks. The breakdowns requested for this work are as follows;
- a. Anketör ve ekip liderleri için teklif edilen brüt ücretler (brüt ücret talep edilen iş için yapılacak olan ulaşım, yemek vb. Masrafları da içermelidir) / Proposed gross wages for the interviewer and team leaders (gross wages should include transportation, meals, etc. for the job requested)
- b. Gerektiğinde kişisel koruma ekipmanları (maske, dezenfektan, yüz siperliği vs.) maliyetleri (her bir personel için) / Costs of personal protection equipment (mask, disinfectant, face shield, etc.) when necessary (for each personnel)
- c. Tedarikçi yukarıdaki birimlerin haricinde herhangi başka masraf veya maliyet belirtmek isterse, RFQ-TUR-2024-066 dökümanında satır ekleyebilir. / If the supplier wishes to specify any other expense or cost other than the units above, he can add a line in the document RFQ-TUR-2024-066
- d. 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.
- e. 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.
- f. Siparişe konu olan işin tamamlanılması, Save the Children görevlisinin onayına tabii olacaktır. İş sonunda talep edilebilecek revizyonlar tamamlanılmadan sipariş tamamlanmış sayılmayacak ve ödemeler revizyon vs müteakibinde hak ediş gerçekleşince yapılacaktır. / Completion of the work subject to the order will be subject to the approval of the Save the Children 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.
- g. Yüklenici (hizmet sağlayıcı) Save the Children'a anket araştırmaları için detaylı finansal tablo sunmalıdır (kullanılacak olan tüm malzemelerin, hizmetlerin ve diğer benzeri harcamaların listesini sunacaktır). Verilecek olan finansal tablo RFQ-TUR-2024-066 dökümanı üzerinde Save the Children'a e-posta yoluyla teslim edilecektir. Save the Children yetkilisi tarafından verilen onay dahilinde işe başlanılacak ve iş tamamlandıktan sonra ödemesi yapılacaktır. / The contractor (service provider) should provide Save the Children with detailed financial statements for survey research (will provide a list of all materials, services and other similar expenses to be used). Financial statement is to be submitted with RFQ-TUR-2024-066 document to Save the Children via e-mail. The work will be started within the scope of the approval given by the Save the Children officer and the payment will be made after the work is completed.



**İDARİ ŞARTNAME VE SÖZLEŞMENİN AYRILMAZ BİR PARÇASIDIR**

**THIS IS AN INTEGRATED PART OF ADMINISTRATIVE SPECIFICATION AND CONTRACT**

**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 time 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 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 license 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 within 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 event or circumstance 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).