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| --- | --- |
| Date 14/05/2016 |  |
| SCI/RPU/ITT/HGYN/2016/004 |  |

Dear Sir / Madam,

Save the Children International invites your submission of a tender to provide services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue one contract for a Hygiene Kit for 3 years.

We include the following information for your review:

* Part 1: Invitation to Tender
* Part 2: Conditions of Tendering
* Part 3: Agreement for Supply of Services and attached Terms and Conditions of Purchase which will be signed by the successful Bidder (‘Contract’).
* Part 4: Save the Children’s Child Safeguarding Policy
* Part 5: Save the Children’s Anti-Bribery and Corruption Policy
* Part 6: The IAPG Code of Conduct

Your tender response must be received in the following format and conditions:

1. Full completion of the “Tender Response” document in order that it is regarded as compliant. Those tenders returned not completed may be treated as void.
2. Tender bids to be submitted in a sealed envelope with 2 hard copies (on headed paper) and a soft copy on a USB stick.
3. The envelope should indicate the **ITT Ref No. (SCI/RPU/ITT/HGYN/2016/004)** but have no other details relating to the bid.
4. Bids to be submitted in a sealed envelope, addressed to the **TENDER COMMITTEE** at the address below;

 **Save the Children**

 **East and Southern Africa Region**

 **2nd Floor ABC Place**

 **Waiyaki Way**

 **Westlands**

 **PO Box 19423 – 202**

 **Nairobi**

 **Kenya**

1. Your return tender must be received at the address below not later than 17:00 hours on 12:00 on Monday 13th June 2016 (“the Closing Date”). Failure to meet the Closing Date may result in the tender being void.

We will require full completion of the documentation in order that your tender may be regarded as compliant. Those tenders returned not completed may be treated as void. Documents to return are:

* Section 1: Bidder’s general business details
* Section 2: Bidder’s capacity & coverage
* Section 3: Pricing proposal
* Section 4: Service and benefits
* Section 5: Confirmation of Bidder’s compliance
* Copy of latest audited accounts and annual report for last 3 years
* Tax Identification Certificate and 2016 Tax Compliance Certificate
* One sample of the hygiene kit

Returned bids must remain open for consideration for a period of not less than 60 days from the closing date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

You shall bear all costs incurred in preparation and submission of your tender.

Should you require further information or clarification on the tender requirements, please contact us at the following address; esaro.rpu@savethechildren.org

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Marie-Claire Ukunda

**PART 1: INVITATION TO TENDER**

* 1. **Introduction**

Save the Children is the world’s leading independent organisation 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. We have over two million supporters worldwide and raised over 2 billion dollars in 2014 to reach more children than ever before, through programmes in health, nutrition, education, protection and child rights, also in times of humanitarian crises.

For further information, we encourage you to visit our Website: [www.savethechildren.org](http://www.savethechildren.org)

* 1. **Provisional Timeframe**

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| **Activity** | **Due Date** |
| Issue Tender Notice and Invitation to Tender | 14th May 2016 |
| Return of tenders (Closing Date) | 13th June 2016 |
| Tender receipt and analysis by Tender Committee | 14th June 2016 |
| Recommendation to Senior Management  | 20th June 2016 |
| Award Contract | 23rd June 2016 |
| Compliance Checks, Assessments and Negotiations | 28th June 2016 |
| Contracts Signoff and Rollout | 01st July 2016 |

* 1. **Our Contracts Background**

For the 2013-2015 contracts, managed by the Regional Procurement Unit, the total volume of hygiene kits was of approx. 188,219 kits.

This quantity is for information purposes only and is under no circumstances a guaranteed level of purchase by SCI under this contract. It should also be noted that Save the Children country programmes regularly procure goods and services at a local level to fulfil their needs; any contract offered subsequent to this tender should therefore not be considered as an exclusive supply agreement.

* 1. **Specification of Requirement**

**1.4.1 Hygiene Kit**

***The following specifications are the minimum standard for design and durability for hygiene kits intended for use in emergency response settings.***

**General Information:**

This kit is designed to provide materials to support basic levels of hygiene

**Technical Specifications:**

|  |  |  |  |  |
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|  | **Item description** | **Specification** | **Unit** | **Quantity per PU** |
| **1** | Blanket | Wool | Piece | 1 |
| **2** | Blanket | Fleece | Piece | 1 |
| **3** | Aquatabs | Purification 67mg, 30 tablets | Set of 30 | 1 |
| **4** | Water treatment sachet | 30 day supply | Set of 30 | 1 |
| **5** | Towel/Cloth | 2m washable absorbent cloth, dark/red coloured | Piece | 1 |
| **6** | Sanitary towels | Pack of 10  | Pack of 10 | 1 |
| **7** | Sanitary towels | Reusable, pack of 10 | Pack of 10 | 1 |
| **8** | Bath towel | Cotton min 300 GSM 50 x 80cm | Piece | 1 |
| **9** | Jerry can  | Collapsible 10 litre | Piece | 1 |
| **10** | Jug | Plastic, 2L | Piece | 1 |
| **11** | Soap | 125g per bar | Piece | 1 |
| **12** | Soap dish | Plastic | Piece | 1 |
| **13** | Soap | Laundry, 250 powder | Piece | 1 |
| **14** | Toothbrush | Adult size | Piece | 1 |
| **15** | Toothbrush | Child size | Piece | 1 |
| **16** | Toothpaste | 150g | Piece | 1 |

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| **Blanket, woven, 50% WOOL, 1.5x2m, medium thermal resistance** |
| **General Description** | Wool blankets intended for beneficiaries.Recycled woollen fibres and new fibres are appropriate under the condition that our minimum specifications are met, and good manufacturing practices are respected. Each blanket must be fit for human use. At the time of supply, it must be able to last 2 years. The quality must be primarily determined by thermal resistance factor (TOG). |
| **Test conditions**  | Specification under the normal textile test conditioning ISO139, 65% moisture and 20°C for 24h. Proof of testing must be supplied for the requirements stated below.  |
| **Make** | Woven, dry raised both sides |
| **Content ISO1833 on dry** | 50% wool fibres +/-5%, 50 % other textile fibres, recycled fibres accepted. |
| **Colours and logos** | Grey, brown or other dark colours, preferably not dyed. Blanket must be plain and NOT feature any logo or branding  |
| **Size** | 150 x 200cm +3%/-1%. To be taken on flat stabilised sample, without folds. |
| **Weight** | 570 to 670g/m².Weight determined by total weight/total surface. |
| **Thickness ISO 5084** | 3mm minimum (1KPa on 2000mm²) |
| **Tensile strength ISO13934-1** | 250N minimum warp and weft |
| **Tensile strength loss after washing ISO13934-1 and ISO 6330** | Maximum 5% warp and weft after 3 consecutive machine washing at 30°C and one flat drying. |
| **Shrinkage maxi. ISO 6330** | Maximum 5% warp and weft after 3 consecutive machine washing at 30°C and one flat drying. |
| **Weight loss after washing** | Maximum 5% after 3 consecutive machine washing at 30°C and one flat drying. |
| **Thermal resistance ISO 5085-1** | TOG 2.5 (or 0.25m².K/W) minimum, rounded to the nearest 0.1, passed on samples picked from compressed bales after 3 consecutive machine washing at 30°C and one flat drying. |
| **Resistance to air flow ISO9237 under 100Pa pressure drop** | Maximum 1000 L/m²/s |
| **Finish Edges** | Whipped seam at 10mm from the edge with 10 to 13 stitches/10cm or stitched ribbon or hemmed on 4 sides. |
| **Organoleptic test** | No bad smell, not irritating to the skin, no dust. 4<pH<9.Free from harmful VOC (Volatile Organic Components).Fit for human use. |
| **Fire resistance ISO12952-1&2, on non-washed sample.** | Resistance to cigarette - No ignition |
| **Fire resistance ISO12952-3&4, on non-washed sample.** | Resistance to flame - No ignition |
| **Packing** | The blankets should be supplied in bales of 20 pieces, approximately 32kg per bale, wrapped in a water-tight micro perforated plastic film and covered with a polypropylene bag, compressed and strapped with 5 straps (2 lengthwise, 3 crosswise). Bales are to be compressed by a maximum of 40% from its free state to final compressed state e.g. 1m becomes 0.6m height. |

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| **Blanket, 100% Synthetic fleece** |
| **General Information:** | Fully synthetic medium thermal blankets intended for beneficiaries. They are ultra-soft, warm, lightweight and easy to maintain. Each blanket must be fit for human use. At the time of supply, it must be able to last 2 years. The quality must be primarily determined by thermal resistance factor (TOG).  |
| **Test conditions**  | Specification under the normal textile test conditioning ISO139, 65% moisture and 20°C for 24h. Proof of testing must be supplied for the requirements stated below.  |
| **Material and Content: ISO 1833 on dry weight** | Synthetic blankets 100% virgin polyester and/or acrylic fibres |
| **Make** | Knitted or woven, dry raised fleece on both sides |
| **Dimensions** | 150cm x 200cm , to be taken on flat stabilised sample, without folds |
| **Weight** | 350 – 670g/m2 |
| **Minimum Thickness ISO 5084** | 3mm (under load of 20g/cm2) |
| **Shrinkage maxi. ISO 6330 and Weight Loss** | Max 5% warp and weft and Max 5% weight loss after 3 consecutive machine washes at 30degC and one flat drying |
| **Minimum Thermal Resistance of Garment (TOG) ISO 5085-1** | Minimum TOG 2.5 passed on samples picked from compressed bales after 3 consecutive machine washing at 30degC and one flat drying |
| **Tensile Strength ISO 13934-1 and ISO 6330** | 250N warp and weft minimum.Strength loss after washing maximum 5% warp and weft after 3 consecutive machine washing at 30degC and one flat drying. |
| **Finished Edges** | Whipped seam at 10mm from the edge with 10-13 stitches / 10cm or stitched ribbon or hemmed – on all 4 sides. |
| **Organoleptic test** | No bad smell, not irritating to the skin, no dust. 4<pH<9.Free from harmful VOC (Volatile Organic Components). Fit for human use. |
| **Fire Resistance ISO 12952 – 1-4** | Resistance to cigarette and flame – no ignition |
| **Colours and logos** | Assorted single colour blankets. Dark neutral colours – e.g. grey, brown, blue.Blanket must be plain and NOT feature any logo or branding. |
| **Manufacturer Marking** | Every blanket should have a tag, non-irritant, stitched into the hem, with the manufacturer identification (letters not higher than 2.5cm). The tag should include manufacturer name, unique batch reference number and the date of manufacturing. No company logo should be included with the manufacturer marking. |
| **Packing Specifications** | The blankets should be supplied in bales of 20 pieces, approximately 32kg per bale, wrapped in a water-tight micro perforated plastic film and covered with a polypropylene bag, compressed and strapped with 5 straps (2 lengthwise, 3 crosswise). Bales are to be compressed by a maximum of 40% from its free state to final compressed state e.g. 1m becomes 0.6m height. |

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| **Jerry Can collapsible** |
| **Shape** | cuboid design, large oblique opening for ease of filling and least wastage, must be able to stand unaided even when filled with less than ¼ of volume; Where the wall meets the base should be curved inside to prevent dirt and bacteria being lodged in corners, and enable better and easier cleaning.  |
| **Opening** | placed on top side, oblique, with screw threads to fit plastic screw cap |
| **Screw cap** | cap to be fixed to main can with nylon string or plastic string |
| **Handle** | built in carrying handle wide enough for adult male hand, i.e. 120mm, no sharp edges. |
| **Colour** | translucent |
| **Plastic** | food grade UV stabilised low density polyethylene (LDPE), injection moulded plastic, operational temperature -10 to 50 degrees |

**Packaging**

1. The kit should be packed ready assembled as per instructions above. In some instances we will request that the packed boxes to be crated in a cardboard box for shipping purposes.
2. Height dimensions shall be adjusted to the parcel content as per flight or sea specification.
3. Boxes shall be stackable up to 6 metres
4. When packed as a unit, it must be robust, rigid, stackable for warehousing and in transit, stable and load-bearing (able to hold its own weight if stacked above). This will be a plastic container, lockable with padlocks for each end. For transportation, the container must be packed in an individual box with sufficient padding so as not to crack and for safe secure movement.

**Material**

* 1. Shall be double-corrugated, 5 piles, export-quality cardboard.

**Labelling**

1. Each box should be clearly labelled to indicate:
	1. The name “Save the Children”
	2. Save the Children logo
	3. The contents of the box
	4. Purchase Order number
	5. The manufacturer name
	6. The month and year of production
	7. The weight and volume

**Proof of testing must be supplied for the blankets & jerry cans**

**Manufacturing:**

All the materials and manufacturing to comply with standards set by the Kenya Bureau of Standards, in particular the ISO 9000 family, and Save the Children Child Safeguarding Policy.

**2. Award criteria**

Award of the contract will be based on the following criteria:

**Essential Criteria:** Bidders must meet the following criteria

* Bidder meets the required specification for the items they are bidding for in the tender.
* Bidder’s confirmation of compliance with the attached Conditions of Tendering, General Terms and Conditions, Child Safeguarding Policy, Anti-Bribery and Corruption Policy and IAPG commitment to Code of Conduct.
* Bidder has demonstrated the capacity to meet the requirements of Save the Children, including but not limited to: Global presence, acceptable lead times, acceptable guarantee level of service, sale and after sales support.
* Ability to handle emergency situations with quick turnaround within, but also after normal business hours.
* Bidder is able to provide satisfactory client references.
* Bidder’s registration in country

**Preferred criteria:** The following criteria are considered very important in the evaluation of this tender:

* Bidder’s prices demonstrate an economically advantageous position for SCI programmes and emergency response.
* Bidder’s capacity to supply SCI ESARO with sufficient quantities of Buckets and Jerry can’ based on ESARO’S historic demand levels.
* Bidder’s ability to fix prices as the maximum to be charged throughout the period of the contract.
* Bidder’s ability to provide SCI EASRO with tracking of goods in transit and regular stock reports.
* Bidder’s lead times to respond to quotation requests
* Bidder’s delivery lead times
* Bidders capacity to hold volumes of stocks in multiple locations
* Bidder’s willingness to hold stocks exclusively for SCI ESARO
* Bidder’s ability to handle emergency situations with a quick turnaround of these stocks
* The financial sustainability of Bidder
* Bidder’s ability to provide one key point of contact for ESARO, and a 24-hour/7 day point of contact for emergency response situations.
* Bidder’s ability to evidence a strong safety record and ethical working practices in manufacture.
* Bidder has comprehensive Key Performance Indicators that they can demonstrate their adherence to.
* Bidder is able to demonstrate well maintained production facilities and adheres to recognised quality standards.
* Bidder is able to demonstrate strong assessment procedures for subcontractors in terms of quality, competitiveness, ethical standards and capacity to supply.
* Bidder can provide two or more of these services goods.
* Physical site visit may be carried out as part of due diligence.
* After contract is awarding and orders have been placed bidder may be requested to provide samples.

**PART 2: CONDITIONS OF TENDERING**

**1. Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

 (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Bidder** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

 (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

 (e) **Services** - everything purchased by SCI under the contract.

 (f) **Invitation to Tender** - the Tender Information, these Conditions, SCI’s Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.

(g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

 (h) **Supplier** - the party which provides Services to SCI.

1. **The Contract**

The contract awarded shall be for the supply of goods and/or services, subject to SCI’s Terms and Conditions of Purchase (attached to these Conditions). SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

1. **Period of the contract**

The contract shall be a three-year framework agreement for the supply of services. There might be a formal review of the contract after 12 months.

1. **Late tenders**

Tenders received after the Closing Date will not be considered, unless there are in SCI’s sole discretion exceptional circumstances which have caused the delay.

1. **Tenders with errors**

If the Tender Review Committee discovers that the tender contains obvious errors, they may contact the Bidder and give them the opportunity to make the appropriate changes before the Closing Date or withdraw its tender.

1. **Correspondence**

All communications from Bidders to SCI relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

1. **Right to reject all tenders**

Save the Children is under no obligation to accept the lowest or any tender.

1. **Acceptance of tenders**

SCI may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCI so wishes.

1. **Alternative offer**

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve SCI’s Specification) these may, at SCI's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. SCI is under no obligation to accept Alternative Offers.

1. **Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

1. **No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

1. **Non-Disclosure and Confidentiality**

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to SCI’s employees, servants, officers, partners or its business or affairs (the "**Confidential Information**”) as confidential. All Bidders shall:

* recognise the confidential nature of the Confidential Information;
* respect the confidence placed in the Bidder by SCI by maintaining the secrecy of the Confidential Information;
* not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of tendering for business from SCI;
* not disclose the Confidential Information to third parties without SCI's prior written consent;
* not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
* use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
* notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.
1. **Award Procedure**

SCI’s Tender Review Committee will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

1. **Information and Record Keeping**

SCI shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which SCI receives the request.

1. **Changing Supplier**

Save the Children shall have the right to change Supplier at any time at tits discretion. However Save the Children will endeavour to continue to use the Supplier and, on termination of any agreement, to terminate the agreement in a fair way.

1. **Anti-Bribery and Corruption**

All Bidders are required to comply fully with SCI’s Anti-Bribery and Corruption Policy (attached to these Conditions).

1. **Child Protection**

All Bidders are required to comply fully with SCI’s Child Safeguarding Policy (attached to these Conditions).

1. **Exclusion Criteria**

 Any Bidder is required to confirm in writing that:

* Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of  proceedings concerning those matters, or are in any analogous  situation arising from a similar procedure provided for in national  legislation or regulations;
* Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
* Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

1. **Conflict of Interest / Non Collusion**

Any Bidder is required to confirm in writing:

* That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
* Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
* That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
* That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
1. **Assignment and novation**

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

**PART 3: TERMS AND CONDITIONS OF PURCHASE**

**1 Definitions and Interpretation**

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Save the Children International (the "Customer"), in relation to the purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

**2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

1. Correspond with their description in the Order and any applicable specification;
2. Comply with all applicable statutory and regulatory requirements;
3. Be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
4. Be free from defects in design, material, workmanship and installation; and
5. Be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier’s records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

**3 Ethical Standards**

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

**4 Delivery / Performance**

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

4.7 Where necessary the client may impose a penalty not exceeding 1% per month of delayed items.

**5 Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

**6 Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

**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 the Supplier:

1. Becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
2. Is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

7.3 In the event of termination, all existing purchase orders must be completed.

**8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

1. It has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party’s rights;
2. 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; and
3. The Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

**9 Force majeure**

9.1 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 an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

9.2 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.

**10 General**

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

10.2 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.

10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

10.4 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.

10.5 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 both parties.

10.6 The Contract shall be governed by and construed in accordance with Kenyan law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Kenyan to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

**PART 4: SAVE THE CHILDREN’S CHILD SAFEGUARDING POLICY**

**Our values and principles**

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

**What we do**

Save the Children is committed to safeguard children through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

**Responding:** Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.

1. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

* act quickly and get help
* support and respect the child
* where possible, ensure that the child is safe
* contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

**PART 5:** **SAVE THE CHILDREN’S ANTI-BRIBERY AND CORRUPTION POLICY**

**Our values and principles**

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children’s work.

**What we do**

Save the Children is committed to preventing acts of bribery and corruption through the following means:

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of bribery and corruption.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

* 1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
	2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
	3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
	4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
	5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
	6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
	7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
	8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you**:

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

* act quickly and get help
* encourage your own staff to report on bribery and corruption
* contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
* keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

**PART 6: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**



Suppliers and manufacturers to Non Governmental Organisations (NGO’s) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

* Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
* Goods produced and delivered by organisations subscribe to no exploitation of children
* Goods produced and manufactured have the least impact on the environment

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

**Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

**Disclaimer**

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.

**BIDDERS TENDER SUBMISSION**

We, the Bidder, hereby confirm compliance with

 (Please tick against each, where necessary?)

* The required specification for the products [ ]
* The Conditions of Tendering [ ]
* Save the Children’s Terms and Conditions of Purchase [ ]
* Save the Children’s Child Safeguarding policy [ ]
* Save the Children’s Anti-Bribery and Corruption policy [ ]
* The IAPG Code of Conduct [ ]

The following documents and items are included in our bid: (Please tick against each, where necessary?)

* Section 1: Bidder’s general business details [ ]
* Section 2: Capacity & coverage [ ]
* Section 3: Pricing proposal [ ]
* Section 4: Service and benefits [ ]
* Copy of latest audited accounts and annual report for the last 3 years [ ]
* Tax Identification Certificate [ ]
* One sample of all the items you are bidding for in this tender [ ]

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| --- |
| We confirm that Save the Children may in its consideration of our offer, and subsequently, rely on the statements made herein.**Acceptance by the Bidder:**…………………………………………………………………….**Signature**…………………………………………………………………….**Name**……………………………………………………………………..**Job Title**……………………………………………………………………..**Company**……………………………………………………………………...**Date**……………………………………………………………………...  |