February 01, 2017

ITT reference:

**SCI/LEB/ITT/2017/01**

Dear Sir / Madam,

Save the Children Lebanon 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 or multiple contracts for the following services*:* ***Rental vehicle***

We include the following information for your *review*:

* Part 1: Invitation to Tender
* Part 2: Conditions of Tendering
* Part 3: Save the Children’s Terms and Conditions of Purchase (in Sample Agreement)
* 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 submission must be received in the following format:

* Your ‘bid’:
  1. Full completion of the “Bidder Response” document.
     + Pages should have company stamp OR use your company letter head
  2. Copies of essential documents:
* Certificate of registration
* Tax ID certificate
* Proof of comprehensive third party insurance
* 2 contracts from the last 12 months including proof of delivery/completion OR recent certified bank statements
* 2 letters of reference from other clients in the last 12 months
* Two hard copies of bid in two separate SEALED envelopes:
  + - Write ‘original’ on one envelope and ‘copy’ on the second envelope
* Sealed envelopes should not have any other details of the bid written on them. They should be labelled as such:

**SCI/LEB/ITT/2017/01 RENTAL VEHICLE**

**Tender Committee, Save the Children**

**[ORIGINAL OR COPY]**

and submitted at our office :1st Floor, Bloc B, Sodeco Building, Al Nasra Street, Ashrafieh, Beirut, Lebanon

***If your bid does not comply with the above requirements, it may be treated as void.***

**Your return tender must be received at the address above no later than *[March.01, 2017]* ("the Closing Date")**. Failure to meet the Closing Date may result in the tender being void. Bids must remain valid for at least 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. Should you require further information or clarification on the tender requirements, please contact Tarek Mahmoud (Contact Person) in writing at [lebanon.tenders@savethechildren.org](mailto:lebanon.tenders@savethechildren.org) or the Beirut address above.

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

Best regards,

Tarek Mahmoud

Logistics Manager

**PART 1: INVITATION TO TENDER**

**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 1.6 billion dollars in 2011 to reach more children than ever before, through programmes in health, nutrition, education, protection and child rights, also in times of humanitarian crises.

**Provisional timetable**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | Activity | Date | | Issue Tender Notice and Invitation to Tender | 01 February 2017 | | Return of tenders (Closing Date) | 01 March 2017 | | Tender Review Committee  Bid clarifications as required  Award Contract | 02-14 March 2017 | | "Go-Live" with Supplier | 15 March 2017 | |  |

**Indicative information**

The following approximate volumes will be procured under this framework contract:

|  |  |
| --- | --- |
| **Item** | **Approximate monthly quantity (of various vehicle types)** |
| Vehicles in Beirut | 15 |
| Vehicles in Kwiakhat | 30 |
| Vehicles in Zahle | 25 |

These quantities are for information purposes only, are subject to variations under the framework award contract, and are under no circumstances a guaranteed level of rental by Save the Children under this contract.

This agreement commences on date of signed and shall continue for 24 months, or until costumer purchase order value under this agreement accumulate to 2,000,000 USD, whichever comes first.

**Specification of requirement**

Vehicles that may be procured under this framework contract(s) include the below. NOTE that suppliers may bid for one or more lots, and must be able to provide at least one of the mentioned types of vehicle.

|  |  |
| --- | --- |
| **Category** | **Car Type** |
|
| 2x4 sedan | Nissan Sunny, Toyota Yaris or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C, White color |
| 4x4 | Nissan X-Trail, VW Tiguan, Hyundai Tucson or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, 4WD, Automatic transmission, ABS , EBD, Dual Airbag, A/C, White color |
| 7-Seater | Toyota Avanza; Dacia Logan or similar, new brand model (Preferable 2017-2016-2015)  7-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C, White color |
| Minibus | Toyota Hiace, Hyundai H1 or similar, new brand model (Preferable 2017-2016-2015)  12 passenger, Manual transmission, ABS , EBD, Dual Airbag, A/C, White color |
| Driver | Driver Hire |

ESSENTIAL REQUIREMENTS FOR ALL VEHICLES

* All cars provided are in good state, have working seatbelts and lockable doors
* All cars come with valid documents (registration documents, road licences, insurance certificates and permits)
* Supplier will permit SCI to attach identification marks to their cars but will not use this identification for any other purposes without permission from SCI
* Supplier will permit the installation of GPS tracking devices
* Comprehensive insurance which covers accidents and legal liability for the vehicle, the driver and passengers; and for third party.
* Comprehensive replacement clause for any vehicle that would be immobilised or sent outside duty stations for repairs or maintenance for periods exceeding one day.
* Comprehensive maintenance scheme for each vehicle of the rented fleet.
* Any drivers provided by the Supplier:
  + Must passed through SCI interview panel.
  + Hired driver must be registered in Nssf or covered by supplier medical & life insurance policy.
  + Have legal contracts and are insured by the Supplier.
  + Are qualified and have a valid driver’s license;
  + Drive the vehicles safely and carefully at all times;
  + Carry both personal documents (identification and drivers licence)
  + Maintain basic management documents for the vehicle;
  + Will not work at weekends unless requested by Save the Children;

PREFERRED REQUIREMENTS FOR ALL VEHICLES

* Bidder will ensure that all cars have a safety kit including 1 x fire extinguisher, 1 x safety triangle, 1 x jack, 1 spare wheel, snow chains and winter tyres during the winter
* Any drivers provided:
  + Speak English to a good standard
  + Are familiar with the area of deployment
* The maximum Liability on Save the Children, in case of a traffic accident, theft, or damage during the contracting period, will be capped at **$300** **(three hundred US Dollars)** per vehicle.

DESIRABLE REQUIRMENTS FOR VEHICLES

* Operable Heat and Air conditioning at all times.

**Award criteria**

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

a) ESSENTIAL CRITERIA:

Bidders must meet the following criteria:

* Bidder meets required specification for the products: quality and certification
* Bidder can provide all requested items. (provide prices for all items on the list)
* Bidder’s confirmation of compliance with the attached Conditions of Tendering, Terms and Conditions of Purchase (in Sample Agreement), Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct
* Bidder’s registration in Lebanon: submit copies of company registration, tax ID certificate, proof of comprehensive 3rd party insurance
* The financial sustainability of Bidder (Bank Statement, Bank warranty, Bank certificate stating minimum amount on account is higher than 10 % of the Framework Agreement)
* Bidder’s vehicles adhere to the “essential requirements for all vehicles” above

*For international bidders:*

* Additional to the above clause, international bidders must be aware of Lebanon local rental vehicles laws and regulations
* Availability of local representative and or agencies operate from Lebanon.

b) PREFERRED CRITERIA

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

* Bidder’s capacity to supply Save the Children (quantity and lead time)
* Type of Business of the Company (Manufacturer / Authorized Distributer/Whole Sale /NGOs/ Retailer / General order supplier / Govt Agency/ Others)
* Bidder provides 2 satisfactory client references from past 12 months (preferably NGO but not required)
* Financial Turn Over During last 5 years (I Million to 40 Million), Bank Statement Maybe Requested
* Bidder’s prices demonstrate an economically advantageous position for SCI programmes and emergency response. Also ability to fix prices for long duration
* Bidder’s vehicles adhere to the “preferred requirements for all vehicles” above
* Service center 24/7
* Remote mechanical workshop

c) DESIRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

* Bidder’s responsiveness in emergency situations
* Bidder’s ability to provide warranties and guarantees as part of the contract
* Bidder demonstrates unique selling points and additional benefits or services that are of value to Save the Children
* Bidder’s vehicles adhere to the “desirable requirements for all vehicles” above

**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) **Goods and/or Services** - everything purchased by SCI under the contract.

(f) **Invitation to Tender** - the invitation to tender found at Part 1 of the Tender Information Pack.

(g) **SCI -** Save the Children International, Lebanon Programme, International Non-Governmental organisation (Decree number 8073) whose registered address , Beirut – Lebanon, and is located on 1st Floor, Sodeco Building, Achrafieh.

(h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.

(i) **Supplier** -the party which provides Goods and/or Services to SCI.

(j) **Tender Information Pack** - the Invitation to Tender, 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.

1. **The framework agreement (FWA)**

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. **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. **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. **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. SCI is under no obligation to accept the lowest or any tender.

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 15 business days from (but not including) the date on which SCI receives the request.

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: SAMPLE AGREEMENT WITH TERMS AND CONDITIONS OF PURCHASE**

**PARTIES**

**Save the Children International , Lebanon Programme** an International Non Governmental Organisation (Decree number 8073) whose registered address is P.O.Box: 113-7167, Beirut – Lebanon, and is located on 1st floor, Sodeco Building, Ashrafieh, (the “**Customer**”);

AND

**[SUPPLIER]**

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the “**Services**” below on the terms of this **“Framework Agreement” (“the Agreement”).** This **“Agreement”** is in no way a binding commitment from the customer to order a minimum quantity of vehicles and or drivers. The relevant “**Service Contracts**” are bound by the provisions of this **“Agreement”** and determines the final quantity of vehicles and/or drivers the customer will order as well as the length of the rental period referring to the terms & conditions as described in this **“Agreement”**.

1. **Description of Services**
   1. The following service is to be provided: vehicle rental
2. **Specification for Services**
   1. Service specification:vehicle rental in Lebanon (based in Beirut, Qobayat, Tripoli, and Zahle), including driver or without driver.

Specification of vehicles:

|  |  |
| --- | --- |
| **Category** | **Car Type** |
|
| 2x4 sedan | Nissan Sunny, Toyota Yaris or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C, white color |
| 4x4 | Nissan X-Trail, VW Tiguan, Hyundai Tucson or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, 4WD, Automatic transmission, ABS , EBD, Dual Airbag, A/C, white color |
| 7-Seater | Toyota Avanza; Dacia Logan or similar, new brand model (Preferable 2017-2016-2015)  7-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C, white color |
| Minibus | Toyota Hiace, Hyundai H1 or similar, new brand model (Preferable 2017-2016-2015)  12 passenger, Manual transmission, ABS , EBD, Dual Airbag, A/C, white color |
| Driver | Driver Hire |

* Each Vehicle must be fitted with a Safety Kit containing the following; 1 x fire extinguisher, 1 x safety triangle, 1x jack, 1x spare wheel, 1 first Aid kit
* In Winter 1 set of snow chains, winter tyres
  1. Specification of roadside and maintenance services**:**
* 24hrs emergency road Assistance
* Immediate replacement in case of accident or break down all around Lebanon.
* Full Maintenance program: Oil change, filter change, electrical repairs, brakes, disks, etc…
* Replacement vehicle in case of accident.
* Remote mechanical workshop
* Service center 24/7
  1. Specification of drivers:
* English speaking drivers are available.
* The drivers are reliable, polite, kind and helpful and have an excellent knowledge of Lebanese roads.
* Have legal contracts and are insured by the Supplier.
* Are qualified and have a valid driver’s license;
* Drive the vehicles safely and carefully at all times;
* Carry both personal documents (identification and drivers licence)
* Maintain basic management documents for the vehicle;
* Will not work at weekends unless requested by Save the Children
  1. The specifications may be amended by the relevant “**Purchase Order**”, conditional to mutual agreement of both parties.
  2. This Agreement is not a guarantee of purchase. All confirmations of purchase require Customer Purchase Orders
  3. In the case a contracted vehicle needs to be replaced, the vehicle will be of the same class or higher in consent with the customer.
  4. The Customer has the flexibility to increase / decrease its fleet according the needs with one-month notice without penalty.

1. **Duration and Commencement**
   1. **This agreement commences on date of signed and shall continue for 24 months, or until costumer purchase order value under this agreement accumulate to 2,000,000 USD, whichever comes first**.
2. **Prices for the “Services”.**
   1. The prices for the **“Services”** are as follows (all rates in $ USD, excluding VAT, for all locations in Lebanon).

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Car Type** | Daily Rate (max. 30 day rental) | Monthly Rate |
| 2x4 sedan | Nissan Sunny, Toyota Yaris or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C  White color |  |  |
| 4x4 | Nissan X-Trail, VW Tiguan, Hyundai Tucson or similar, new brand model (Preferable 2017-2016-2015)  5-passenger, 4WD, Automatic transmission, ABS , EBD, Dual Airbag, A/C, white color |  |  |
| 7-Seater | Toyota Avanza; Dacia Logan or similar, new brand model (Preferable 2017-2016-2015)  7-passenger, Automatic transmission, ABS , EBD, Dual Airbag, A/C, white color |  |  |
| Minibus | Toyota Hiace, Hyundai H1 or similar, new brand model (Preferable 2017-2016-2015)  12 passenger, Manual transmission, ABS , EBD, Dual Airbag, A/C, white color |  |  |
| Driver | Driver Salary rate |  |  |
|  | Driver overtime rate | N/A |  |

**Prices include:**

* Insurance, as described in section 12.
* Mechanic Fee/Registration fee
* Maintenance and repair charges
* Administrative Formalities.
* Replacement vehicle in case of accident.
* Unlimited mileage
* Drivers salary: based on a maximum of 10 hours per day.
* Drivers overtime: Each hour more than the 48 hour working week will be regarded as overtime and charged additionally.

**Prices do not include:**

* V.A.T tax.
* Fuel
  1. These prices for the **“Service”** are fixed for the duration of this Contract.

1. **Delivery / dispatch time**
   1. Delivery Address: Customer will require vehicles in Beirut, Kawikhat, and Zahle.
   2. The type of vehicles and quantities will be specified in subsequent Purchase Order
   3. The delivery time will be as specified in the subsequent Purchase Order
2. In case the vehicles are rented with “Drivers provided by Supplier”.

## The Supplier will provide drivers for each Vehicle if requested in the Purchase Order that are under contract by the supplier and insured medically by the supplier.

## Only the designated drivers for each Vehicle are authorised to drive that vehicle during the Rental Period.

## The Supplier may change the named Driver for a Vehicle, if the replacement driver is appropriately qualified and the Supplier provides advance notice, in writing, to Customer.

## The drivers will work up to 10 hours per day, including lunch break, with a maximum of 48 hours per week (usually Monday to Friday, although sometimes drivers will be required over the weekend or for nightshifts).

## Drivers will have a minimum of 1 day off per week depending on the shift roster as provided by the Customer’s person responsible for the fleet.

## Supplier must register hired driver in NssF after hiring by SCI or covered by Medical & Health insurance.

## Overtime: Each hour more than the 48 hour working week will be regarded as overtime and charged additionally. The overtime will be indicated on the driver’s timesheet and signed both by the driver and the Customers person responsible for the fleet.

## The Supplier will ensure that each Driver:

### Is qualified and has a valid driver’s license for the Rental Period and any extension of the Rental Period – a copy of this will be provided to Customer by the Supplier before driving any Vehicle;

### Respects the driving policy of Customer (a copy of which will be provided to the Supplier).

### Is of good health and has had an eyesight test.

### Reports to the Customer’s nominated person, in control of the fleet, in the base of operation.

### Follows instructions from the Customer’s nominated person, in control of the fleet.

## Hired driver must be passed through SCI internal interview panel.

## Customer reserves the right to request that the named Driver is changed with 24hrs notice.

## Failure of a driver to adhere to the terms as described in section 6.8 will result in Customer asking the Supplier to change the driver.

## If any driver working on the behalf of the Supplier fails to report to the base on time, as instructed, without providing an adequate reason, then Customer reserves the right to deduct the cost of rental fee payable for that day or take any other actions as appropriate.

## Customer will not be responsible for accommodation or meals of the driver in the base of operation. In case the driver is asked to stay overnight in a location other than the base of operation, Customer will be responsible for accommodation and an evening meal.

## The Supplier shall remain the employer of the driver at all times during the Rental Period or any extension of the Rental Period.

## Customer will not be liable for any injury of any driver, however in the event that any driver is injured during the Rental Period during the working hours of the Driver, Customer shall arrange (but not bear the cost for) emergency medical assistance for that driver.

## Vehicles that are rented with a driver will not be driven by employees of Customer, except as agreed otherwise (in writing or by email) by both parties.

1. In case the vehicles are rented without drivers and Drivers are provided by Customer as specified in the Purchase Order.

## Driver must be over 23 years old with a minimum of two-years driving experience.

## Driver is qualified and has a valid driver’s license.

1. Passengers

## Only persons permitted by Customer shall be carried as passengers in any Vehicle during the Rental Period as per the Local Fleet Policy (a copy of which shall be provided to the Supplier.

## Drivers must seek Customer’s consent of the Logistics Officer responsible for the fleet, in advance of carrying anyone as a passenger, who is not an employee of Customer, during the Rental Period.

1. Fuel

## Fuel for the Vehicles will be provided or paid for by Customer.

## The driver is responsible for completing the Customer vehicle Log book.

## If the Supplier, a driver or anyone associated with the Supplier or a Driver, takes any fuel from a Vehicle or fuel which is intended to be used for a Vehicle, without permission of Customer and/or has failed to complete the log book, Customer shall be entitled to:

### Be repaid the cost of any fuel so used or taken from the Supplier or deduct it from the total rental fees;

### End this Agreement; and/or

### Require the Supplier to provide an alternative driver.

1. Limitations of use of the Vehicles

## Unlimited mileage: There is no limit to the amount of kilometres a Vehicle may be driven during the Rental Period.

## The Vehicles can be driven anywhere in Lebanon, with main operational areas in Beirut, Zahle, Tripoli, Qobayat and Saida.

## The Vehicles will only be used for the purposes of use specified by Customer during the Rental Period. This means that they will not be used otherwise than as instructed by Customer. The Drivers and the Supplier will not use the Vehicles for any of their own purposes other than for necessary maintenance, services or repairs as and when agreed mutually.

## At all times when a Vehicle is not in use it shall be parked at one of Customer’s offices or field bases, unless instructed otherwise by Customer.

1. Documents

## The Supplier will ensure that each driver carries all necessary valid documents for the vehicle (including, but not limited to, registration documents, road licences, insurance certificates and permits) at all times.

## The driver will at all times carry personal identification documents and drivers licence.

## Customer may require the driver to maintain basic documents necessary for the proper management of vehicles. This shall include but not be limited to vehicle movement logs.

1. Insurance

## The Supplier will ensure that all Vehicles are insured under a comprehensive insurance contract, which covers accidents and legal liability for the vehicle, the driver and passengers at a minimum level of third party insurance.

## The Supplier commits to provide Customer with a copy of the Insurance certificate for each rented vehicle.

## If driven by a driver of the Supplier, in the event of damage the insurance excess shall be paid by the Supplier;

## If driven by an employee of Customer as agreed under clause 7 above, then Customer will be liable to pay any insurance excess.

* Collision Damage Waiver with an unwaivable deductible of $ 300,- per vehicle.
  + In case of accident, the presence of the expert “Khabir” to issue a damage report is a must otherwise damage will be fully charged on the customer
* Theft protection insurance and total loss with a 10% deductible on the car value.
  + Customer must present the original key.
* All Risk comprehensive insurance coverage included in rates, except war invasion.
* Personal Accident Insurance.

## Although Customer will ensure the vehicles are treated with the utmost care, Customer will not accept claims for damages (aside from any excess payment if Vehicle is driven by Customer driver), unless caused by negligence, as these are to be covered by insurance. See also section 15, Liability. Negligence includes:

* In case of misuse, all the amount will be charged on the customer ( Ex: vehicle driven off road, apart from normal program use, which caused maintenance damage will be fully charged on the customer).
* Wrong maintenance of the vehicle (ex. Water in oil reservoir).
* In case of not abiding by the traffic rules and regulations (ex: DUI, wrongs turns…) if accidents occurs damage will be fully charged on the customer.
* Traffic violation tickets will be charged on the customer.

1. Cargo

## The Supplier will ensure that the Drivers take responsibility for the cargo they carry in any Vehicle. In the event that any cargo goes missing or is damaged due to proven negligence or fraud of a Driver, Customer reserves the right to deduct the costs of the missing or damaged cargo from the drivers fee.

1. Maintenance and repairs

## The Supplier will ensure the proper functioning of each Vehicle and promptly repair any Vehicle when required.

## The supplier uses a “mobile service unit” that comes to the customers base location of the vehicle.

## All necessary maintenance or repair (including mechanical parts, body parts and wheels) of each Vehicle will be the responsibility of the Supplier, wherever the Vehicle is located when such maintenance or repair is required.

## Customer shall not pay the rental fee for a Vehicle on any day on which that Vehicle/Driver has not reported for duty and for any day on which the Vehicle has not been repaired to an acceptable standard. For weekends, holidays and days that Customer chooses not to use the vehicle, the rental fee will be paid normally; no payment for the driver will be made for those days.

## Customer shall have the right to end this agreement if a Vehicle:

### Is out of service for more than three consecutive days;

### Breaks down three or more times during the period of Rental Period; or

### is not properly functioning and the Supplier continually fails to repair the Vehicle to a satisfactory standard, and the Supplier is unable to dispatch a suitable replacement vehicle within 24 hours of Customer notifying the Supplier of the relevant circumstances. In such circumstances, Customer shall pay the Supplier for the Rental Period when the Vehicle has been in service, but will be entitled to deduct from that amount any costs associated with finding a suitable replacement vehicle other than the rental fees for that replacement vehicle.

## The Supplier will ensure that oil and filter changes for each Vehicle is made according to the manufacturer standards.

1. Liability

## Customer will not accept liability for legal claims for damages in the course of the use of the vehicle, as these will be covered by the Supplier’s insurance (excluding any excess payments) – see section 12 above.

## The Supplier will be liable for any damage, loss or any claim following accident or loss, as a result of the technical state of the vehicle.

1. Save the Children identification

## Customer is permitted to attach identification marks, such as logo stickers or flags, to each Vehicle.

## Customer shall remove any identification marks before the end of the Rental Period or any extension of any Rental Period. In case the identification items was a reason for any scratch mark or any other damage in the vehicle Customer shall provide reimbursement to the Supplier for the necessary repairs.

1. Equipment

## Customer may fit the Vehicles with equipment, such as communications equipment, during the Rental Period, however no permanent alteration to the car or its accessories, major or minor will be permitted without the consent of the Supplier.

## Customer will remove any equipment fitted to a Vehicle before the end of the Rental Period.

## Any equipment fitted to the Vehicles by Customer will remain the property of Customer.

## Drivers shall not use any equipment fitted to the Vehicles by Customer, unless Customer agree in advance that the Driver may use the equipment.

## The equipment listed in section 2.1 shall be returned to the Supplier at the end of the rental period.

1. Payment conditions

## Separate monthly Purchase Order will be send by each of the customers offices for their needs (Beirut, Kwaikhat, Zahle)

## The Supplier shall provide an invoice in USD for each separate monthly “Purchase Order” and address them to the according Customer’s office. The invoice must set out each item that Customer is to pay for in line with the provisions of this agreement, including all government taxes.

## Invoices shall be in US Dollars and paid within 30 working days of Customer’s receipt of invoice by closed check or transfer in USD. Invoices should have Customer’s Purchase Order reference number, the Supplier’s VAT registration number, the VAT amount, the total amount, drivers’ names (for driver invoices), and vehicle registration numbers (for vehicle invoices).

## Customer may deduct from the amount on the invoice any costs owed to them by the Supplier. Such costs may include, but are not limited to, deductions for any working days when the Vehicle has not reported for duty although asked to, or days in which although required to, the vehicle was not used due to technical problems or maintenance works that failed to be carried out.

* 1. Driver timesheets and vehicle log sheets will be provided at the end of each month and will be used to justify any overtime or deductions for that month invoice to be paid.

1. End of Agreement.

## Customer has the right to end subsequent Purchase Order in the following situations:

### If Customer’s programme in Lebanon closes this contract will automatically end. In that event no further claims from the Supplier will be accepted, other than payment up to the original end date of the contract.

### If the Supplier commits a fundamental breach of this agreement.

## The Supplier or Customer has the right to return any vehicle in the Purchase Order with 1 month notice.

1. Range
   1. This **“Agreement”** applies to all associates of both parties, including partners, representatives and all heirs and successors.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Name** | **Position** | **Direct phone** | **Email** |
| **Supplier contact 1** |  |  |  |  |
| **Supplier contact 2** |  |  |  |  |
| **Customer contact 1** |  |  |  |  |
| **Customer contact 2** |  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **Signed for and on behalf of the Supplier:** |  | **Signed for and on behalf of the Customer:** |

**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.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. 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 (NGOs) 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.