

Date: 04/08/2019

Tender Invitation Reference
Number:SCI/TR/Tender/2019/001

Dear Sir/Madam,

Save the Children invites your submission of a tender to provide goods/services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a Framework Agreement for the following services: Student Transportation Services in Hatay for a duration of 12 initial months' subject to optional extension. The Framework Agreement is not a purchase commitment, but an umbrella agreement under which purchases can be made if needed.

We provide the following information for you to examine:

- Part 1: Tender Information
- Part 2: Tender Conditions
- Part 3: Purchase Terms and Conditions (which will be signed by the successful Bidder)
- Part 4: Save the Children Child Safeguarding Policy
- Part 5: Save the Children Anti Bribery and Fraud Policy
- Part 6: Save the Children Anti Human Trafficking and Modern Slavery Policy
- Part 7: The IAPG Code of Conduct

Your tender response must be received in the following format:

- Full completion of the "Tender Response" document in order for your tender to be considered eligible. Those tenders returned not completed may be treated as void.
- Two printed copies on letterhead of the bid to be submitted.
- Bids to be submitted shall be in a closed envelope and addressed to the Tender Committee at the following address. There must be ITT reference number on the envelope, but no other information related to the tender.

Save the Children Turkey Country Office, USO Center, Büyükdere Caddesi, No:245, Kat:10, Bağımsız bölüm no: 36-37, Maslak Sarıyer/ISTANBUL

Your completed bid **must be submitted to the above address by 05:30 pm local time at the latest on September 2, 2019** ("Closing Date"). Failure to meet the closing date may result in the bid being ruled invalid. Bids submitted must remain open for evaluation for a period of at least 60 days from the Closing Date. Save the Children has no obligation to accept any application or to select the lowest bidder, as it is not subject to public procurement legislation, in particular its Laws 4734 and 4735 and its associated regulations.

If you need further information or clarification about the tender requirements, please contact us at:

Emre.sanli@savethechildren.org

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

Yours faithfully,

Emre Sanli
Procurement Officer

PART 1: TENDER INFORMATION

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.

Provisional timetable

Activity	Date
Announcement of tender and tender invitation letter	04/08/2019
Submission of bids (closing date)	02/09/2019
Opening of the bids by the committee	03/09/2019
Evaluation of the bid by the committee	03/09/2019
Bid explanations if necessary	05/09/2019
Award Contract	06/09/2019
Commencement of the agreement	09/09/2019

Indicative information

The Framework Agreement is not a purchase commitment but an agreement to be applied when the specified needs arise during the agreement period. In this context, it is an umbrella agreement that enables the service to be received from the winning company within the scope of the agreement without starting the tender procedure again.

Service procurement may be taken under this contract for the following amount:

8,000,000.00 TRY (Eight million Turkish Liras)

Specifications

Services that may be provided under this contract(s) include the following. Bidders can bid on all or some of these items. In addition, if willing companies wish to submit a bid for a location outside their district, they may apply within a joint venture or consortium with a company or companies registered in the district where they bid.

1. The Contractor must be able to undertake that it will provide transportation services for Syrian and Turkish students **in one or more** of the following districts covering the whole provincial borders of Hatay for the whole 2019-2020 academic year and on additional holidays if requested.

- a) Erzin
- b) İskenderun
- c) Arsuz
- d) Antakya and Defne
- e) Hassa
- f) Kırıkhan
- g) Kumlu
- h) Reyhanlı
- i) Payas
- j) Dörtyol
- k) Altınözü
- l) Belen
- m) Yayladağı
- n) Samandağ

2. The Contractor is obliged to comply with all the procedures and principles specified in the Ministry of Interior's School Service Vehicles Regulation dated 25.10.2017 and numbered 30221 and also in all kinds of transportation regulations that will be considered as continuation, substitution or reinforcement/annulment of the relevant Regulation. It will be obliged to comply with the procedures and principles in the amendments to be introduced to the new and/or existing regulations related to School Service Vehicles which will take effect in 2019-2020 academic year. The following articles include the technical and administrative requirements requested by Save the Children in addition to the regulation.

- a) There will be a reflective band with color, size and shape in accordance with the applicable sample that includes the text "School Transportation (OKUL TASITI)" at the back of the school service vehicles.
- b) At the back of the school bus, there will be a lamp of at least 30 cm diameter that gives a red light to be lit while students and children get on and off, and when this lamp shall have "STOP" in black capital letters written on it appearing when it is lit, and the system for turning the lamp on and off will be separate from brake lamps
- c) In the vehicles to be used as a school bus, the windows which students and children can easily reach shall be fixed, the iron parts shall not be exposed in the internal arrangement, if any, they shall be covered with a soft material that will not cause injury, and the school service vehicles which will carry disabled students and children shall also comply with Law No. 5378 dated 1/7/2005 on Disabled People and secondary legislation based on this Law.

Tools, equipment and materials at the standard, quality and number specified in the Regulation on the Manufacture, Modification and Assembly of Vehicles published in the Official Gazette dated 26/10/2016 and numbered 29869, and in Highways Traffic Legislation, shall be available for use in school service vehicles at all times.

- d) The doors of school buses can be either automatic (air, hydraulic, etc.) which can be opened and closed by the driver; or manually controlled by the vehicle driver (mechanical). If automatic, the system shall notify the driver of doors being open or closed via optical and/or acoustic signals.
- e) The vehicles to be used as school transport shall be kept in a clean, well-maintained and safe condition and be serviced every six months; and the periodic inspections stipulated by the Highways Traffic Regulation according to the type of vehicles shall also be carried out.
- f) The number of seats determined according to the provisions of the Regulation on Manufacture, Modification and Assembly of the vehicles and shown in the registration documents of that vehicle shall be written and fixedly mounted inside the vehicle where it can be seen.
- g) The vehicles equipped as a school transport belonging to real and legal persons and organizations can also be used in personnel transportation activities provided that they do not interrupt the transportation services of the students and children undertaken. However, it is forbidden for drivers to use the illuminated signs of the school bus during this transport.
- h) School buses shall comply with the provisions of the Regulation on the Manufacture, Modification and Assembly of Vehicles.
- i) A vehicle tracking system will be available in school buses. Records shall be kept for at least thirty days.
- j) School buses will be equipped with a three-point seat belt and the necessary protective equipment for each student and child, and also each guide staff and driver will be fully responsible on their own for ensuring that the bus does not take off without checking that all safety belts are fastened.
- k) Video and music systems in school buses will not be used during transportation.
- l) School buses will be equipped with systems to provide a cool interior in summer and a warm interior in winter.
- m) Sitting-sensitive sensory systems will be available in each seat of the school vehicles, the standards of which are determined by the Ministry of Transport, Maritime Affairs and Communications.
- n) There shall be an internal and external camera to see all the seats in school buses and a recording device capable of recording for at least thirty days in accordance with the standards stated in the annex of the Regulation on Manufacture, Modification and Assembly of Vehicles.
- o) It is forbidden to stick colored film sheets on the windows of school buses.
- p) No other type of glass can be used in school buses except the white glass showing the interior.
- q) The vehicles to be used as school transport shall be kept in a clean, well-maintained and safe condition and be serviced every 6 months; and the periodic inspections stipulated by the Highways Traffic Regulation according to the type of vehicles shall also be carried out. (UKOME decision dated 07.09.2017 and numbered 2017/6-1.A)
- r) Vehicles must be legally registered by the authorities; they must be insured or owned by a transport company or contracted with regards to their owners. Save the Children cannot be hold liable in case of any traffic accident
- s) Apart from the advertising information permitted by the approval of the municipality, no other writing and accessories may be present inside or outside the service vehicles.
- t) After the contract is made and the schools and the students to be served are determined, the service vehicles are required to obtain a special UKOME certificate for the relevant schools and routes.

3. Each vehicle should have a staff of 2 persons: It is obligatory to have 1 person with a valid driving license and a guide who ensures order in vehicle and assist students in getting on and off. (Exception: It is not obligatory to have a guide in school buses that provide services for high-school level schools (Grades 9-12).
 - a) Driver and Guide Staff on each bus must understand and comply with the Save the Children Child Safeguarding Policy, safe and protected driving behavior and general traffic rules. In this respect, it is mandatory to attend trainings given by Save the Children periodically. In addition, it is imperative that Save the Children and school administrations provide all kinds of facilities in order to monitor the compliance by the drivers and guide staff with the Child Safeguarding Policy, safe and protected riding behavior and general traffic rules, on which training is given. In case of violation of the said policies and rules, the contractor shall be subject to the sanctions specified in the contract and in the invitation letter to this tender.
 - b) The contractor who will provide the services is responsible for the compliance by the drivers and the guide of the vehicles with Ministry of Interior's conditions, duties and responsibilities stated in Article 9 of the Regulation on School Service Vehicles dated 25.10.2017 and numbered 30221.
 - c) Based on UKOME Decision No.2017/6-1. A dated 07.09.2017, the drivers who will conduct passenger transportation for commercial purposes must not have been imprisoned for the crimes specified in articles 81, 82, 83, 86, 87, 88, 94, 95, 96, 102, 103, 104, 105, 106, 107, 108, 109, 148, 149, 179/3, 188, 190, 191, 227 of the Turkish Penal Code No.5237 and Article 35 of the Misdemeanor Law no.5326.
 - d) Guide staff is responsible for ensuring students and children can safely get on and off the service vehicle and cross the road when necessary, to provide order in vehicle, to make children sit in the seats of the vehicle capacity, fasten seat belts, to help preschool and primary school students and children in getting on and off, to inspect the inside of the vehicle before and after the transport, and to wear a warning vest with yellow reflector strips on the front and back, which reads "GUIDE" in accordance with TS EN ISO 20471 standard.
 - e) The service vehicles to be used in student transportation service shall be under 12 years of age (including 12 years) and the number of vehicles or of vehicle seats to be used for each route shall be compatible with the number of students on that route. (Before the contract is signed, the tender winning company shall submit to Save the Children the photocopies of the license documents, the limitation certificates of the vehicles to be used for transport, and the traffic registration documents for new K-certified vehicles, and the vehicles not approved by Save the Children after examination shall be replaced.)
 - f) The Guide Staff must keep a daily attendance schedule assigned for each bus and mark the names of present students. Participation schedules must be added as part of the payment request for each month and must be signed by the relevant school principal. The prerequisite for payment is that the attendance schedules are kept properly; this issue is regulated in the relevant articles.
 - g) In addition to the manually filled-in participation schedule, the Guide Personnel, Driver and contractor company agree to install and use in vehicles any technical system, mechanism or software application that the Save the Children International Association would like to use to monitor the attendance of the students.
4. The student transportation information will be taken directly from Save the Children. All service bus adjustments to be considered in force shall be agreed upon in consultation with

Save the Children, provided that the number of seats and vehicles to be used for each route are at least equal to the number of students on the route and the maximum capacity in the load limit documents.

- a) The students who will use the transportation service and whether the students will be picked from their homes or from gathering centers will be decided in consultation with Save the Children. Any arrangements required in case of changes in the number of students, student addresses, school locations, and class hours will again be made in consultation with Save the Children. For the avoidance of doubt; The districts in which door-to-door transportation will be made will specifically be notified by Save the Children to the Willing company at the beginning of each performance period of the Contract, and any objection by the Willing company will be considered only if the cost account has increased by 30% and is evidenced with the financial schedule.
 - b) Any additional requests from school authorities, teachers or parents will be immediately notified to Save the Children and will not be fulfilled unless Save the Children gives written consent.
5. The Contractor is obliged to carry students and children to the point it has undertaken, by taking the necessary measures to ensure a safe and comfortable journey for the students and children by sitting, and by complying with the maximum periods determined by the Ministry of National Education according to the opening and closing hours of the schools to be determined by the governorships.
- a) Students and children will be picked up from their homes or safe gathering places agreed with Save the Children, and delivered at schools preferably by entering into the schoolyard or by pulling in front of the school gate (accompanied by guide staff for preschool and 1-4 year age groups) 15 minutes before the first lesson bell, and the school bus shall arrive at the school 15 minutes before the last lesson bell and pick the students from the school and deliver them to their homes or gathering places.
 - b) During the transport, no adult passengers other than the Guide Staff can be admitted onto the vehicle.
 - c) During transport, students other than the beneficiaries specified by Save the Children cannot be admitted, whether paid or unpaid.
 - d) If disabled student transportation is requested, the contractor company, driver and guide personnel are obliged to take all precautions for the transportation of disabled students and children at every stage of the transportation activities.
6. Except for the mandatory changes to be approved by Save the Children, the service is expected to be always provided with the same appropriate vehicles and competent personnel. This is to maintain the same level of service for the benefit of the students.
- a) The list of primary vehicles of sufficient capacity for each school, and spare vehicles in case of interruptions, will be consulted with Save the Children before the service starts and accepted as the final list until the end of the 2018-2019 academic year. Maximum 3 spare vehicles for every 10 to 20 primary vehicles, 5 spare vehicles for 20 to 40 vehicles, and 7 spare vehicles for 40 to 60 vehicles will be included in the list.
 - b) The contractor may only make changes to the routes, vehicles, drivers or guide personnel off the list after the approval of Save the Children to the contractor's written notification to Save the Children. Otherwise, if it determines the substitution at its own

discretion, it will be subject to penal conditions attached to the performance specified in the Contract and the bid; and it will also be deemed to have waived the fee of the service that it has declared to have provided.

7. The selected transport company must have a contact officer in their headquarters or offices to whom the bus personnel can report any emergency related to the vehicle (e.g mechanical failure, tire puncture, etc.), in which case a rescue team or support shall be sent to provide assistance or to replace the problematic vehicle.
8. Save the Children reserves the right to evaluate the documentation of all or some of vehicles and service personnel at any time before commencement of service or during the contract period. Accordingly, Save the Children reserves the right to object to vehicles and personnel that it deems unsuitable, and in such case, the selected company(s) should find a suitable vehicle to replace them.
9. The scope of the agreement will reserve the right for Save the Children to increase or decrease the number of students, buses and schools during the term of the agreement. The tender invitation process will not constitute a request commitment for Save the Children; however, it shall be deemed to be a public offer and constitute a commitment for the companies that submit tenders.
10. Bidders shall submit the list of the works they intend to subcontract within the scope of the tender, attached as annexes of their bids. If the tender is awarded to the bidder in this way, the bidder must submit the list of its subcontractors to Save the Children prior to signing the contract. In this case, the responsibility of the subcontractors for the work they carry out does not remove the responsibility of the contractor. Any possible subcontractor changes during the service contract will be notified to Save the Children at least 5 business days prior to the date of changes and, if written approval is given, they will be effective from the date of approval otherwise they will not take effect.
11. The Contractor shall appoint a person responsible for supervising the quality of transport and student bus rules in front of each school that is within the contract and for which the transport activity is realized.

Participation Rules

All documents submitted to Save the Children during this tender process will become the property of Save the Children and will not be returned. During the process, Save the Children reserves the right to choose the bid or option that best meets business requirements and to negotiate with all or some of the bidders.

If the Bidder chooses to respond to Save the Children for this Tender Invitation Letter, he must agree to the following conditions:

1. Neither issuing this tender invitation nor receiving the bid is a commitment that Save the Children will enter into a Tender Agreement.

2. Save the Children shall not be responsible or in any way liable for any costs incurred by the bidders in the preparation of the responses and presentations for this Tender Invitation Letter.
3. Save the Children reserves the right to select one or more transport companies for student transport services. This involves selecting different transport companies for different municipalities.

Required Response

1. The interested bidders are obliged to answer all the questions detailed in the attached Bidder's Response Document.
2. If they wish to be seen as a potential supplier for Save the Children, it is mandatory for bidders to answer all of these questions. Bidders may use a separate sheet of paper to provide comprehensive answers to questions.
3. Company Profile documents to prove that your company is legally operating in Turkey and to provide the necessary services in this bidding category, submission of a copy of the prints from trade gazette, a copy of registration certificate, and copies of tax ID and tax assessment documents and other legal documents. Company Profile must include the company's first line of business, the type of transport services provided, work completion documents provided in accordance with public procurement legislation (Standard Form-KİK026.1/H:Job Completion Document), information on the current customer portfolio and the other information indicating that it is the most suitable service provider for Save the Children. In the evaluation of the KİK appropriate job completion documents which will be considered to be qualified in terms of winning criteria; the Personnel Transportation and Student Transportation documents will be considered as valid work completion certificates.
4. A list of available buses/vehicles, their licenses and pictures for desired services. The following information is required:
 - Manufacturer
 - Brand/Model/Series
 - Manufacturing Year
 - Number of Seats
 - Plate Number
 - Compliance with article 3 under Required Conditions

Pricing of the Bid

The bidder may submit bids for all of, one of or several of the districts.

1. The bid should be priced to cover all relevant work expenses such as fuel, salaries and overtime (if applicable) for Drivers, Guide Staff and Bus Officers.

2. Expenses for vehicle insurance, vehicle registration, vehicle maintenance and repair, supply of vehicle tools and equipment, toll charges, third party obligations, and the insurance of Driver, Guide personnel and passengers (students in vehicles) are the responsibility of the selected bidders, unless otherwise specified.
3. The pricing of the bid must be submitted as per day for each bus based on the following mileage intervals and number of seats, VAT excluded. In the Bidder's Response Document, the Bidder shall submit a bid separately for each district for which it wishes to bid from the districts listed in Article 2:

Order Number	Explanation	Vehicle Seating Capacity	Unit	Amount (TL)
1	Transportation of students with one vehicle for 10 Km	16-18 people	Day	
		19-22 people	Day	
		23-27 people	Day	
2	Transportation of students with one vehicle for 20 Km	16-18 people	Day	
		19-22 people	Day	
		23-27 people	Day	
3	Transportation of students with one vehicle for 30 Km	16-18 people	Day	
		19-22 people	Day	
		23-27 people	Day	

Separate price offers (VAT excl.) shall be provided as above.

In end-of-month billing, the daily unit price will be multiplied by the number of days that the service is used in that month, based on the mileage ranges and the distances given for the number of seats:

Number of Days Service is Used x Daily Unit Price = Invoice Unit Price (Monthly)

When determining the fee, the shortest distance accessible between home and school will be considered. The fee calculation is calculated on one-way basis in km., no km calculation is made for return.

For submission of the price offers, Standard Form-KIK_0015.3 / H: Unit Price Bid List and Standard Form-KIK015.3 / H: Unit Price Offer Letter can be used, and they shall be permitted to be used as a facilitator precedent, and not directly binding in respect of general price offer submission.

4. The price must be calculated as round-trip (pick-up and drop-off) between public and private educational institutions and the gathering centers or relevant addresses, including all relevant working expenses. Save the Children cannot be held responsible for any delays, including traffic jams or traffic accidents.
5. Price must be fixed for 12 months. Any change in price after signing the transport contract should be based on an objective, financial and a justification that cannot be foreseen as of the date of the tender and must be agreed in writing by both parties before it enters into force.

6. Pricing pages shall be attached as part of the Tender Response Documents.

Save the Children will make payments not in cash but via transfer/eft method to the bank account stated by the Tenderer while signing the contract, in return for the invoices confirming the service received on a monthly basis and to be issued by itself in accordance with the progress payments. Once the basis documents valid for payment (monthly transport payroll schedules per vehicle serving, attendance sheets kept by guide staff and signed by the school administration and contractor company representatives, and 'no debt' letter of the previous month to be signed by the subcontractors notified each month) are submitted duly and in full within the first 5 days of the following month; after the examination to be performed by Save the Children, the service provided shall be determined and the progress payment chart shall be issued within 5 days accordingly; and the invoice to be issued by the Tenderer in accordance with the progress payment issued shall be paid via bank transfer within 30 days from the date of notification. In any event, the Bidder shall be subject to penal sanctions in case of detection of transports exceeding the load limit of the allocated vehicles and shall not claim any rights.

Winning Criteria

Winning the tender depends on the criteria below:

ESSENTIAL CRITERIA

Bidders are obliged to meet the basic criteria below:

- That the bidder has legitimate business /official premises, or that they are registered for trading and tax as appropriate.
- Obtaining positive result from the security check of the tenderer to be made by Save the Children International headquarters.
- Not being in any prohibited party or blacklist of government agencies. Providing a signed and stamped letter of confirmation of this article.
- Confirmation that the bidder complies with the attached Tender Terms, payment terms, Purchase Terms and Conditions, Anti-Bribery and Anti-Corruption Policy, Child Safeguarding Policy, Save the Children Anti-Human Trafficking and Modern Slavery Policy and IAPG Code of Conduct
- Presentation of current vehicle documents and photographs in accordance with the procedures and principles set out in Articles 2 and 3 of the Specification section, and presentation of current driver and guide staff documents.
- If the bidders wish to submit a bid for a district other than the district where they are registered, a document proving that they have made a joint venture with a subcontractor registered in the district where they are bidding.

PREFERRED CRITERIA (%40)

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

- Work completion documents obtained in accordance with public tender legislation within the borders of Hatay Province (Standard Form-KIK026.1/H: Work Completion Document) (15%)
- Reference of similar size/scope job worked for more than 6 months. Customer portfolio and satisfied customer references for student transportation service (minimum 3 references) (15%)
- Commitment that a guarantee letter the value of which is 6% of the contract amount to be received from authorized banks within the boundaries of T.C. will be given before the contract is signed (10%)

COMMERCIAL CRITERIA

Cost factor-pricing / Competitive Price (60%)

Cost of services provided based on the pricing table described.

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 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) **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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Prices

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

8. No reimbursement of tender expenses

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

9. 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.

10. Award Procedure

SCI's Procurement 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.

11. 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.

12. Anti-Bribery and Corruption

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

13. Child Protection

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

14. Human Trafficking and Modern Slavery

All Bidders are required to comply fully with SCI's Human Trafficking and Modern Slavery Policy (attached to these Conditions).

15. 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.

- In addition to and apart from the above issues, if the bidders or their subcontractors and the entities for whom they act as their subcontractors are included in the black list causing their exclusion from all tenders including this one in particular, as a result of determination of the faults of the bidder as a result of any investigation for any irregularity by the antibribery investigation experts of Save the Children; however, they will be entitled to file an appeal against such exclusion decision.

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.

16. 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.

17. 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.

18. Collaterals

The successful bidder shall submit a performance bond for the amount as 6% of the bid price before signing of the contract. The only form of performance guarantee that the bidder may submit for this tender is the performance bond to be issued by a bank, and no other form of guarantee shall be accepted, and any failure to submit such guarantee shall cause exclusion from the entire tender process.

Minimum validity term of the bank guarantee letters is 13 months from the issuance date of each letter.

19. Penalties

18.1. Following penalties shall be applied by Save the Children:

- a) If any vehicle is used for any service not included in the main and reserve lists of vehicles, no price shall be paid for the service, and previously earned 3(three)-day unit price shall be deducted as penalty.
- b) If any vehicle is used exceeding its maximum carrying capacity or any student other than the listed one or any student with price will be carried, and transportation price for 5 (five)-days in the applicable month shall be deducted as penalty.
- c) If the vehicle arrives late for transportation, it shall not be entitled to the progress payment for the applicable day (for the purposes herein, late arrive shall be as defined under the article 6, clause a, of the conditions for tendering
- d) If any adult is found during the transportation service other than the guide personnel and the driver, 10 (ten)-day transportation price shall be deducted for the month of the fault.
- e) If it is found that the personnel having the required qualifications are not available in the vehicles in which guide personnel must be present, a penalty shall be applied as 1 minimum legal salary, and such amount shall be deducted from the progress payment of the applicable month.
- f) 10 (ten)-day transportation price shall not be paid per each vehicle, when it is found that the Contractor failed to pick up and drop off the students safely pursuant to the contract (from the houses or the gathering places) (to school garden or in front of the school door).
- g) Where the breach specified in the above clauses of a, b, c, d, e, and f above will be repeated, (ten)-day transportation price shall not be paid for the vehicle and the applicable month, in addition to the previous penalties.
- h) After the payment by Save the Children to the contractor, if any vehicle owner(s) or subcontractor(s) will make any complaint that they have not received any of the transportation fee to our directorate, the progress payment of the next month shall not be paid unless the required payments would be deducted therefrom.
- i) In the event of any conflict, the performance bond shall be seized as revenue. And the Contractor shall not be entitled to make any claim under any name whatsoever.

18.2. The above penalties are deducted from the payments to be made to the contractor without further notice. If the penalty shall not be covered by the first payment fully, the contractor's performance bond will be liquidated and the penalty amount shall be collected therefrom.

In addition to all penalties specified above, Save The Children has the authority to impose additional penalties as defined by Save the Children during the performance of the services.

18.3. In the event that the same situation persists despite the expiration of the period specified in the notice, the performance bond and the additional performance bond, if any, are seized as income and the contract is terminated and the current account is liquidated according to the general provisions.

18.4. If the contractor is found as committed any of the prohibited acts or behaviors listed in Article 25 of the Law No. 4735 during the application of the contract, the performance bond and the additional performance bond(s), if any, are seized as income and the contract is terminated and the current account is liquidated according to the general provisions.

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 validly issued 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:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) 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 Compliance and Ethical Standards

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall 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, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party 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 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.

3.4 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

4 Delivery / Performance

4.1 Unless otherwise specified the transportation services shall be performed at the address and on the date and time or within the period stated in the Order, and shall be always in accordance with Turkey Ministry of National Education's official time and date table.

4.2 Where the date of delivery 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.

4.4 The Bidder shall be liable for all damages and losses / bodily injuries which may be incurred by any person, entity or organization including any non-contractual third parties during the performance of the transportation services, fully and completely, in addition to the provisions on liability of the employer as defined in the Turkish Code of Obligations; and Save the Children shall not be held liable for any of such losses, damages or injuries, and however if any loss/ damage/ injury will be claimed from Save the Children, the bidder shall indemnify and keep harmless Save the Children for all such losses, damages or injuries, fully and completely, without any objection.

4.5 The Customer shall not be deemed to have accepted 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 Services supplied that are not in accordance with the Contract. The penalty procedure which may be applied in the event of denial of the services is defined in this document, and also included in the Contract. In all cases, Save the Children is entitled to terminate the Contract and apply penalties; the bidder hereby irrevocable agrees and undertakes that it agree all of such rules from the bidding phase till the completion of the service performance and final acceptance of the services

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

The payment shall be made as specified in the order, and all penalties to be accrued for deduction by Save the Children shall be determined and executed ex officio pursuant to provisions of this letter of invitation and 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 the Supplier:

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) 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, Save the Children shall decide whether all existing orders shall be completed or ceased. If no specific decision is indicated in the notice, it shall be considered that the latest order for the transportation service shall be completed by the contractor.

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

- a) 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;
- b) 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;
- c) 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;
- d) none of its directors or officers or any of its employees have 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

e) information provided to the Customer are, and remain, complete and accurate in all material respects.

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 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.

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.

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:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.

f) 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.

g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

h) 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: SAVE THE CHILDREN'S HUMAN TRAFFICKING AND
MODERN SLAVERY POLICY**

1. 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 engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

2. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced or compulsory labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and

- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

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 human trafficking and modern slavery.

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. **'Chattel slavery'**, in which one person owns another person.
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **Other forms of forced labour**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. **'Child slavery'**, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.

- f. **'Marital and sexual slavery'**, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

4. The commitment we expect from commercial partners

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

Please contact your Save the Children representative if you have further questions.



PART 7: 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.