



**TENDER DOCUMENT**

**FOR**

**SUPPLY AND DELIVERY DIGNITY KITS AND MENSTRUAL HYGIENE  
MANAGEMENT KITS FOR SRH-GBV PROJECT IN  
KISMAYU DISTRICT, JUBALAND STATE, SOMALIA**

**TENDER REFERENCE: T-SOM-2023/UNFPA/i-SUPPLY, DELIVERY OF DIGNITY &  
MHM KITS**

**8<sup>TH</sup> JANUARY 2023**

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## 1.0 OVERVIEW OF THE ORGANIZATION

SOLO is a non-profit, non-governmental organization established in 2008. Through its integrated program design and delivery approach, SOLO works with local communities structures to mitigate the effects of conflicts, drought, floods and disease outbreaks. SOLO focuses on empowering the less privileged and most vulnerable in order to enhance, strengthen and accelerate development through interventions in livelihoods and economic diversification, provision of quality education, health and nutrition, environmental conservation, peace building and protection. SOLO provides tailor-made trainings; research and capacity strengthening to beneficiary groups, Local Authorities and Community-Based Organizations (CBOs) to ensure good governance and rule of law at all levels.

The organization is registered in Somalia and Kenya, and has country offices in Kismayo Somalia and Nairobi Kenya and various field offices in different parts of Somalia and Kenya.

**Our Vision** – Empowered communities in the Horn of Africa who live in dignity, peace and prosperity.

**Our Mission** – Inspire and promote community-driven sustainable development initiatives through participatory and rights-based approaches, ensuring quality humanitarian services and equitable access to resources to promote peace and justice in the Horn of Africa.

For more information on the work we undertake and recent achievements, visit our website at <https://www.somalilifeline.org>

## 2.0 INVITATION FOR BIDS (IFD)

### TENDER NAME: SUPPLY AND DELIVERY DIGNITY KITS TO KISMAYU

SOLO is pleased to invite your submission to tender for the provision of dignity kits for the SRH-GBV project implemented in the IDPs within Kismayo district. The purpose and scope of this ITT and its supporting documentation are to explain our requirements and the procurement process in further detail, for the purposes of submitting a tender proposal.

**Your tender response received must be in the following format:**

**Either-**

For electronic submissions, send your response to the email address [jobs@somalilifeline.org](mailto:jobs@somalilifeline.org) . The email subject should indicate the tender reference **T-SOM-2023/UNFPA/i-SUPPLY & DELIVERY OF DIGNITY /MHM KITS** and have no other information relating to the bid.

**Or-**

- Full completion of the “Tender Response” document regarded as compliant. Those tenders returned not completed treated as void.
- The submitting company should do so with two hard copies of the bid to be on company-headed paper.

- Bids to be submitted in a sealed envelope, addressed to **Tender Admin** at the below address. The envelope should indicate the ITT reference number ( **T-SOM2023/UNFPA/i-SUPPLY & DELIVERY OF DIGNITY/MHM KITS** ) but have no other details relating to the bid.

Your bid submission received must be at the address below not later than the **22<sup>ND</sup> January, 2023 at 5:00 PM**. Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 60 days from the Closing Date. SOLO 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 **Tender Admin** in writing at the following address:

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

Yours faithfully,

**Tender Admin-**  
**Procurement and Logistics Officer**  
**Idhaaja House, Kibora area Kismayo , Lower Juba**  
**Nairobi Tel: | +254721 385 550 | +25261644640**  
**Email: [jobs@somalilifeline.org](mailto:jobs@somalilifeline.org)**

### 3.0 : INSTRUCTIONS TO TENDERERS (ITT)

#### Overview

We (SOLO) invite your submission for this Invitation to Tender, in accordance with the conditions detailed in the **Annex 1**.

SOLO are not obliged to award Framework Agreements, as part of this Tender process and any Framework Agreements will be non-exclusive with no commitment to predetermined volumes and/or spend.

#### Sourcing Timeline

The below table illustrates the timescales this tender will operate to. The issuing of this ITT represents the start of the tender process.

Activity	Date
Invitation to Tender (ITT) issued	8 <sup>th</sup> January 2023 at 9:00AM
Deadline for clarification questions (Clarification Deadline)	9 <sup>th</sup> January 2023 at 5:00PM
Deadline for Somali Lifeline Organization (SOLO) to respond to clarifications	10 <sup>th</sup> January, 2023
Deadline for submission of ITT responses by bidders (Tender Response Deadline)	22 <sup>nd</sup> January 2023

<b>Supplier Selection complete and award decision letters issued</b>	<b>23<sup>rd</sup> January 2023</b>
<b>FWA Signing</b>	<b>25<sup>th</sup> January 2023</b>

Please note that these timings/dates are indicative only and are subject to change. However, SOLO commits to ensuring suppliers are treated fairly and equally to ensure they have the opportunity to participate in this tender process.

**For all submissions:**

- Your tender response should be submitted for the Attention of **Tender Admin**
- The documents that must be submitted to form your tender response are listed at Part F: Confirmation of Bidder’s Compliance located in Appendix 1: Bidder Response Document.
- The following requirements should be complied with when submitting your response to this ITT:
  - a) You should ensure that you send your submission in good time to prevent issues with technology or the postal system. Late responses may be rejected by SOLO.
  - b) You should ensure that information provided as part of your response is of sufficient quality and detail that an informed assessment of it can be made by SOLO.
  - c) Do not submit any additional supporting documentation with your ITT response, except where specifically requested to do so as part of this ITT. Note that PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of SOLO.)
  - d) All supporting documentation should be provided separately to your main tender response and clearly labelled with the part of the tender response to which it relates.
  - e) If you submit a generic policy or document, you must clearly indicate the page and paragraph reference that is relevant and to which part of your tender response.
  - f) Unless otherwise stated as part of this ITT, all tender responses should be in the format of the relevant SOLO requirements, with your response to that requirement inserted in the space provided.
  - g) Where supporting evidence is required, you must demonstrate such equivalence as part of your tender response.
  - h) Bidders must not send any product samples to Somali Lifeline Organization in relation to this Process.
  - i) Any deliberate alteration of a SOLO’s requirement as part of your tender response shall invalidate your tender response to that requirement and for evaluation purposes, you shall be deemed not to have responded to that particular requirement.
  - j) Responses should be concise, unambiguous and should directly relate to the requirement stated. Prices must be shown inclusive of any Value Added Tax (VAT) or similar charges.

**Clarification Requests**

- All clarification requests should be submitted to the **Tender Admin** at [tenders@somalilifeline.org](mailto:tenders@somalilifeline.org) before the Clarification Deadline, as set out in the Timescales section of this ITT.
- Please note, that any clarification questions that are submitted to any other email address will not be read.
- SOLO is under no obligation to respond to clarification requests received after the Clarification Deadline listed above.

- SOLO will issue clarification responses to all potential suppliers and will endeavour to respond within five working days of receipt of a clarification request.

#### **4.0 TENDER INFORMATION**

SOLO together with UNFPA are implementing a GBV and SRH project through a temporary Women and Girls Safe Space (WGSS) in Kismayo city . This space has been designed to provide services to women, young girls and adolescent girls who are the most vulnerable during the crisis times.

The temporary site provides many responses that are meant to alleviate the emergency issues that might be affecting women and girls during the humanitarian crisis that is brought about the sought situation in Kismayo. The design of the site is to give a safe space where they can come, share their personal issues, and get all the necessary interventions that are in line with their individual needs. The temporary site will be integrated this project to help in alleviating suffering associated with sexual and reproductive health and GBV.

The seekers of SRH care and GBV survivors will walk in like any other patient, meet the staff in a friendly environment. This design is meant to help all women and girls feel safe and confident when looking for the appropriate assistance. Community Health Workers (CHWs) will reach out to the communities, create awareness on SRH and GBV issues, and encourage survivors to seek assistance while linking them with mobile clinics and one stop center.

#### **1.0 PROJECT DESCRIPTION**

SOLO, through the temporary WGSS site and mobile clinics is providing basic health services including GBV, SRH and referrals services to women who require maternal and newborn health care services in Kismayo district. Through this project, SOLO will increase its scope of services and coverage to reach the part of the community that need BEmOC and SRH that will include birth-spacing options and GBV in response to the increasing needs.

##### **1.1 Overall Objective**

To contribute to human rights protection of IDPs and saving lives of drought-affected communities through improved access to Sexual and Reproductive Health (SRH) and Gender Based Violence (GBV) services.

##### **1.2 Specific Objectives**

1. To increase IDPs and host community's awareness on SRH and GBV
2. To improve access to life-saving BEmOC services

## 5.0 SPECIFICATION

Please find below the technical specifications for the products listed under this Tender in **APPENDIX 1 below**.

## 6.0 EVALUATION CRITERIA

SOLO is committed to ensure that all bidders are treated and assessed equally during any tender process. The award decision on this tender will be based on three different criteria: - 'Essential Criteria', 'Capability Criteria' and 'Commercial Criteria'. Each criterion will carry a weighting appropriate to the tender. You will have your tender response evaluated as described below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this stage. Where a tender response is rejected at Stage 1, it will automatically be disqualified and will not be further evaluated.

**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its compliance SOLO essential criteria and mandatory requirements (as detailed in the ITT) confirmed. Any tender responses that do not confirm compliance with the essential criteria will be rejected at this point and will not be further evaluated.

**Stage 3:** A detailed tender response evaluated in relation to the desirable criteria detailed below.

**Stage 4:** Once bidder responses have been evaluated and potential suppliers shortlisted, the supplier may be subject to audit or further requests for information in order to confirm and validate responses.

### Indication of relative importance and weighting of criteria

S/No.	Category	Requirement Description
1.	Price	Supplier's bid represents the most economically advantageous offer for SOLO.
2.	Quality	The bidder's Quality Management Systems, products and product certificates will consistently ensure the safe and effective supply of goods to SOLO
3.	Product Range & Stock Information	The bidder's lead time and stock levels will ensure that complete orders are reliably and consistently delivered within timeframes that are acceptable to SOLO. The supplier will also be evaluated on the range of products offered per sub category of products.
4.	Service & Delivery	Bidder demonstrates an ability to meet the needs of SOLO programmes, including: responsiveness in emergencies; dedicated account management; additional services that are beneficial to our programming.
5.	Ethical Standards	Supplier demonstrates robust Corporate Social Responsibility, especially in alignment with SOLO ethical standards

Essential criteria will be used to evaluate suppliers and move them through to Stage 3 as described above (please see the Bidder Response Document for Essential Criteria questions). If it is found that a supplier is unable to meet these essential criteria as part of the tender pack or audit process, they will be automatically disqualified and will not be further evaluated. The table below indicates the

importance that criteria and requirements described in the ITT and supporting documentation will be afforded. The table lists the criteria in descending order of importance i.e. the most important criterion is listed first.

## 7.0 CONDITIONS OF TENDERING

### 7.1 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 organization who bids for the tender.
- (c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.
- (d) **Cover Letter** - the cover letter is attached to the Tender Information Pack.
- (e) **Goods and/or Services** - everything purchased by SOLO under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, SOLO's Terms and Conditions of Purchase, SOLO's Child Safeguarding Policy, SOLO's Anti Bribery and Corruption Policy, and Code of Conduct.
- (g) **SOLO** - Somali Lifeline Organization (SOLO), registered in Somalia and Kenya Nairobi-Mtito Andei Apartment |House No. C1 |Mtito Andei Lane Off Lenana Road, Near Kilimani Police Station, Hurlingham |Nairobi and Somalia office Farjana, Kibora Road, Near Hotel Mecca Kismayo, Jubbaland, Somalia
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SOLO to the Supplier, or specifically produced by the Supplier for SOLO, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to SOLO.

### 7.2 The Contract

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

### 7.3 Late tenders

Tenders received after the Closing Date will not be considered unless there are in SOLO sole discretion exceptional circumstances that have caused the delay.

### 7.4 Correspondence

All communications from Bidders to SOLO 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 SOLO to all Bidders to ensure fairness in the process.



**7.5 Acceptance of tenders** SOLO may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that SOLO so wishes. SOLO is under no obligation to accept the lowest or any tender.

**7.6 Alternative offer**

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

**7.7 Prices**

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

**7.8 No reimbursement of tender expenses**

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

**7.9 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 SOLO employees, servants, officers, partners, or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognize the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by SOLO by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without SOLO's prior written consent, for any purpose except that of tendering for business from SOLO;
- not disclose the Confidential Information to third parties without SOLO's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SOLO;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify SOLO 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.

**7.10 Award Procedure**

SOLO 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.

**7.11 Information and Record-Keeping**

SOLO 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 SOLO receives the request.

**7.12 Anti-Bribery and Corruption**

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

#### **7.13 Child Protection**

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

#### **7.14 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, and is the subject of proceedings concerning those matters, or are in an 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 organization, any money laundering offense, 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.

**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 SOLO 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 SOLO and any other SOLO entity, and it and if there are any arrangements that have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than SOLO the amount or approximate amount of the tender.
- That it has not and will not offer to pay or give any sum of money commission, gift, inducement, or another financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

#### **7.15 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 SOLO or any other Somali Lifeline Organization entity if so required.

**8.0 TERMS AND CONDITIONS OF PURCHASE**  
**TEMPLATE FRAMEWORK AGREEMENT FOR SUPPLY AND DELIVERY DIGNITY KITS TO KISMAYO**

SOLO contract reference number: <<insert reference number>>

THIS AGREEMENT is dated <<insert date>>

**PARTIES**

- (1) <<insert name>> whose registered address is at <<insert address>> (the "Customer" or "SOLO"); and
- (2) <<insert name>> whose registered office is at <<insert address>> (the "Supplier"), (each a "Party" and, together, the "Parties").

**RECITALS**

- (1) The Customer has invited the Supplier to enter into this framework agreement to provide goods to the Customer and the Framework Purchasers from time to time on a call off basis.
- (2) This Framework Agreement sets out the general terms to govern each Contract made for the supply of goods by the Supplier to the Customer and the Framework Purchasers. The specific provisions applicable to each supply of goods will be set out in individual Purchase Order Forms (defined below), which may be issued by the Customer or any of the Framework Purchasers.

**GENERAL PROVISIONS**

Definitions and interpretation  
In this Agreement unless the context requires otherwise:

- a) Applicable Privacy Laws: all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules, regulatory requirements and regulations of any applicable jurisdiction, including (i) the Data Protection Act 2018; the General Data Protection Regulation and any national implementing laws, and then any successor legislation to the General Data Protection Regulation that applies to the Data Protection Act 2018.
- b) **Confidential Information:** information provided directly or indirectly by one Party (the "Disclosing Party"), its employees, agents or subcontractors concerning the Disclosing Party's business or its products or its services, to another Party (the "Receiving Party") on or after the date of the Agreement including all technical or commercial know-how, Specifications, inventions, processes or initiatives which have been marked as "confidential", described as "confidential" or reasonably understood to be confidential. Such information may be provided in a number of ways, including without limitation, in oral or documentary or electronic form. Where the Disclosing Party is the Customer, Confidential Information will also include information concerning the business or operation of SOLO, SOLO members and associate members that the Supplier receives during the term of the Agreement.

- c) **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods in any form of media, including without limitation pictures, computer programs, data, specifications and reports (including drafts).
  - d) **Framework Agreement or Agreement:** this means this agreement (including the Schedules attached to it to the extent it is in template form).
  - e) **Framework Purchasers:** means the entities listed in Schedule may be varied.
  - f) **Good Manufacturing Practice:** means all applicable standards, laws, regulations, codes and guidelines promulgated and administered by the regulatory authorities having jurisdiction.
1. If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:
    - (a) this Agreement
    - (b) the Purchase Order Form;
    - (c) any tender documents including the invitation to tender and conditions of tendering. Where additional terms or particulars contained within those tender documents are not reflected in this Agreement and/or any Contract, such terms or particulars shall not be incorporated into the Agreement and/or Contract unless the Customer has relied on them and entered into the Agreement and/or Contract on that basis; and
    - (d) any invoice or quotation provided by the Supplier.

For the avoidance of doubt, any terms and conditions attached to any invoice or quotation provided by the Supplier shall have no effect and shall not form part of the Agreement and/or any Contract.

2 . In this Agreement, unless the context requires otherwise, the following rules apply:

- (e) A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- (f) A reference to a Party includes its personal representatives, successors or permitted assigns.
- (g) A reference to a "Party" or the "Customer" shall be interpreted to include a Framework Purchaser in the context of a provision relating to a Contract entered into between the Supplier and a Framework Purchaser.
- (h) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (i) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

#### **Duration and Commencement**

- 3.1 The Agreement shall commence on <<insert date>> and shall end on <<insert date>> ("Term").
- 3.2 The Agreement at the end of the Term may be renewed for a further 12 months, subject to the mutual agreement of both Parties. No further renewals will be allowed.

#### **4 . Price for the Goods**

- 4.1 The price for Goods called off from this Agreement shall be calculated in accordance with the reference rates set out.
- 4.2 The prices for the Goods (specified in Schedule 1) are fixed **until <<insert date>>**. At this point, the Supplier reserves the right to provide updated prices against Customer's product lists (as per Schedule 1) and, should the Customer confirm its agreement to these revised prices in writing, the prices will be considered to form part of this Agreement.
- 4.3 The Supplier shall:
  - (j) provide a competitive price for the Goods at all times; and
  - (k) advise the Customer of potential savings for every order placed by the Customer.

Unless stated or the applicable Purchase Order Form, prices shall be deemed to include packing, labelling, carriage, insurance, storage, royalties and licence fees (if applicable), quality assurance and quality control costs and all other charges, taxes, duties and impositions and shall not be subject to alteration for any reason whatsoever.

#### **5. Invoicing and payment**

- 5.1 Invoices for the Goods supplied under a Contract shall be sent on, or after, delivery of the Goods to the Customer's satisfaction. Each invoice must quote the order number, be in the currency stated and addressed to the contact specified.
- 5.2 Except where expressly stated in the Purchase Order Form, undisputed amounts of correctly rendered invoices will be paid either within 45 days from the date of invoice or within 45 days of delivery, whichever is the later
- 5.3 Without prejudice to its rights, the Customer reserves the right to withhold payment or (where payment was already made) request a reimbursement in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the applicable Contract, or the applicable provisions of this Agreement.
- 5.4 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Agreement and/or any Contract.
- 5.5 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request.

#### **6 Change to Goods and Unavailability of Goods**

- 6.1 For each Order, the Customer may at any time, in writing, make reasonable changes to the Goods described in a Purchase Order Form. If any changes cause an increase or decrease in the cost of, or the time required for the supply or performance of, such Goods, an equitable adjustment shall be made in Supplier's fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within 10 days following Supplier's receipt of the change notification, and must be approved in writing by the Customer. If such adjustment cannot be agreed, the Customer may revert to the original specification or cancel the Order in which case it will reimburse the Supplier for any direct costs reasonably incurred and documented by the Supplier prior to cancellation, which costs the Supplier will take all reasonable steps to minimise.

- 6.2 The Customer may at any time, in writing, make reasonable changes to the Goods.
- 6.3 The Supplier shall promptly give notice to the Customer in the event that the Supplier considers there is a reasonable chance that it will be unable to supply, or there will be significant delays in the supply of the Goods as described in:
- (l) a Purchase Order Form; or
  - (m) Schedule 1 to this Agreement.
- 6.4 If the Supplier gives notice, the Customer will have the right to terminate the relevant Contract and the Parties shall amend the description of Goods in the Purchase Order Form.

## **7 The Goods**

- 7.1 The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.
- 7.2 In providing the Goods, the Supplier shall ensure that the Goods:
- (a) correspond with their description in the Purchase Order Form for that Order, the applicable specifications set out and if applicable, any other specification or quality documentation agreed by the parties;
  - (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
  - (c) are new and have not been rejected by any other entity prior to their supply to the Customer;
  - (d) are free from defects in workmanship, material and design;
  - (e) are not infringe the rights of any third party or cause the Customer to infringe any such rights.
- 7.3 The Supplier shall not do or omit to do anything that may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Goods.
- 7.4 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary to carry out its obligations under the Agreement.
- 7.5 The Customer reserves the right at any time before or after delivery to inspect and test the Goods and inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
- 7.6 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause **Error! Reference source not found.**, the Customer shall inform the Supplier and at its discretion may exercise its rights under Clauses 8, 9 and 10.
- 7.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 7.8 All Goods must be stored and shipped under such storage conditions as are appropriate to ensure that the Goods are maintained in good condition at all times during the delivery process.

## **8 Delivery**

- 8.1 The Supplier shall ensure that:

- (a) the Goods are packed in a validated container using a validated method and secured in such a manner as to maintain the quality and integrity of the product up until the arrival at the agreed destination as set out in the Purchase Order Form;
  - (b) each delivery of the Goods is accompanied by (i) a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. (ii) an invoice
  - (c) it is available at the request of the Customer at all times, including outside normal business hours, in order to address the requirements of any emergency in a timely fashion.
- 8.2 The Supplier shall deliver the Goods to the agreed destination as set out in the Purchase Order Form in accordance with the lead times specified, 'Service Level Agreements,' or as otherwise instructed by the Customer or, where the Goods are being collected by the Customer (or an agent on its behalf) from the Supplier (or its agent's) premises, shall ensure that the Goods are ready and available for collection by the Customer in accordance with the lead times specified.
- 8.3 Time shall be of the essence in respect of this. If the Supplier fails to comply with the time requirement referred to in this, the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods that are not accepted and shall have the right to cancel the relevant Order.
- 8.4 Delivery shall be made and collection shall be available during the Customer's usual business hours unless otherwise agreed.
- 8.5 Ownership in the Goods will pass on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the agreed destination as set out in the Purchase Order Form. The Supplier shall be responsible for all quality matters until the transfer of ownership of Goods to the Customer (or its agent). Following such transfer, the Customer (or its agent) shall be responsible for all such quality matters.
- 8.6 Subject to risk of damage to or loss of the Goods (including, without limitation, the risk of deterioration in transit) shall pass to the Customer either:
- (a) in accordance with the relevant provision of Incoterms identified in the Purchase Order Form;
  - or
- 8.7 The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract and this Agreement to the Customer's satisfaction.
- 8.8 Where the Supplier is required to demonstrate to its local licencing authority that it has met its obligations for export, it shall export the Goods, collate all required documentation and permits (including, without limitation, any export licenses or authorizations) to ensure that the Goods are cleared for export and deliver the same to the Customer or its agent.
- 8.9 Unless otherwise agreed in the Contract between the Supplier and the Customer with respect to importation of Goods into the country of delivery, the Supplier shall:
- (a) support and assist the Customer in any way required by local law, or as may reasonably be necessary or desirable, to provide documents required by the Customer to facilitate importation of goods and prompt clearance through customs in the country of delivery; and
  - (b) upon reception of a full set of shipping documents by the Customer or its agent, the Customer shall ultimately be responsible for ensuring that the Goods are authorised for importation by the government in the country of delivery, and cleared through customs.

- 8.10 Upon dispatch, the Supplier will immediately dispatch to SOLO by email unless otherwise agreed and the consignee by courier the following documents listed and any other documents requested on the Order
- Two certified commercial invoices showing the price of Goods
  - Two Certificates of Origin.
  - Two Certificates of Analysis, where applicable.
  - Two Certificates of Conformity, where applicable.
  - Two original copies of packing list.
  - SOLO Certification of donation, if required, which will be supplied by SOLO.
- 8.13 SOLO may also request the following documents, which the Supplier must be able to provide if requested:
- Good Manufacturing Practices Certificate for the source manufacturer and manufacturing site of each product.
  - International Organization for Standardization Certificate (ISO).
  - Any other document that may be specified in this Agreement (including any Schedule) or at the time of each procurement process and/or Purchase Order Form.
- 8.14 If any Goods/services are not supplied on or by the agreed date then in accordance with the lead times specified, SOLO shall, without prejudice to its other remedies, be entitled to deduct 1% of the overall price of the Goods ordered by way of that Purchase Order Form, for each week's delay, up to a total of 10% such overall price. The Parties agree that such deduction under this Clause **Error! Reference source not found.**
- (a) represents a price adjustment by way of refund for the value of the Supplier's failure to meet the standard specified in the relevant Purchase Order Form;
  - (b) reflects the Customer's legitimate interest in preventing the Supplier from failing to meet the standard specified in the relevant Purchase Order Form because of the adverse impact that such failure would have on the business of the Customer;
  - (c) has been negotiated by parties of similar bargaining strength who have had the benefit of legal advice; and
  - (d) shall not preclude the Customer from recovering damages for the actual losses suffered by it (provided that such damages shall be reduced by an amount equal to the deductions levied by the Customer in respect of the same losses).
- 8.15 The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer. For the avoidance of doubt, payment will not be considered as being an acceptance of the Goods or acknowledgement of receipt by the Customer who has the right to reject the Goods and request reimbursement in case of non-compliance with the requirements of the present Contract.
- 8.16 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.
- 8.17 The Customer shall be entitled to reject any Goods delivered which do not conform with the Contract (such Goods being "**Defective Goods**") within a reasonable time of delivery. If any



Goods are so rejected, at the Customer's option, the Supplier shall forthwith re-supply replacement Goods which conform with the Contract. Alternatively, the Customer may cancel the Contract and claim costs and direct damages from the Supplier.

- 8.18 If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Defective Goods shall be returned to the Supplier at its expense and the Supplier shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.

## 9. Customer Remedies

9.1 If the Goods are not delivered in accordance with the applicable Contract or if following inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause **Error! Reference source not found.**, whether or not it has accepted, acknowledged receipt or paid for the Goods, the Customer may exercise any one or more of the following remedies:

- (a) to terminate the Agreement or the applicable Contract;
- (b) to reject the Goods (in whole or in part);
- (c) to require the Supplier to repair or replace the rejected Goods at its own cost and expense, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract including storage costs.

9.2 If any Goods are so rejected, the property and risk shall immediately revert to the Supplier and the Supplier shall arrange for and bear the risk and expenses associated with the destruction or return of the rejected Goods.

## 10. Warranties

10.1 The Supplier warrants to the Customer that:

- (a) it has the power and authority to enter into and perform this Agreement and any Contract and such performance will not conflict with any contract or obligation entered into by it, its constitutional documents and any law or regulation applicable to it;
- (b) it has all authorisations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;
- (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods to the Customer;
- (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Agreement was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;

- (e) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
- (f) 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;
- (g) none of its directors or officers or any of the employees of the Supplier has any interest in any other supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any other transaction or arrangement with the Customer;
- (h) it shall comply with all applicable statutory and regulatory requirements applicable to the Goods

10.2 In case of any situation constituting or likely to lead to a breach of a warranty during the term of the Agreement, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation including replacement of the relevant Goods where appropriate.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer's rights.

## 11. Key contacts and service reviews

11.1 The relevant contacts are as follows:

	SOLO contact person	
<i>First contact</i>	Name: <a href="#">Habiba Bulle</a>	Title: <a href="#">Finance Coordinator</a> Email: <a href="mailto:finance.coordinator@somalilifeline.org">finance.coordinator@somalilifeline.org</a> Tel: <a href="tel:+254726144441">+254 726 144441</a>
<i>Second contract</i>	Name: <a href="#">Hussein Bosh</a>	Title: <a href="#">Area Manager</a> Email: <a href="mailto:communication@somalilifeline.org">communication@somalilifeline.org</a> Tel: <a href="tel:0616448640">0616448640</a>

11.2 Purchase Order Forms may only be issued by a person named in this Agreement as a Customer Contact.

11.3 The Customer reserves the right to conduct a formal review of the Agreement after 12 months of the date of the Agreement.

11.4 The Parties shall carry out regular reviews of the Agreement every month or as otherwise agreed. The review meetings shall comprise the Contacts named in this Clause **Error! Reference source not found.**

## 12. Compliance

12.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force in the country (or countries if different) of manufacture, delivery and end use of the Goods.

- 12.2 The Supplier, its suppliers and sub-contractors shall not in any way:
- a. engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,
  - b. be involved directly or indirectly in the manufacture or sale of arms;
- 12.3 The Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent.
- (a) the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.
  - (b) not do anything which would cause the Customer or any of the Framework Purchasers to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).
- 12.4 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:
- (a) Child Safeguarding policy;
  - (b) Fraud, Bribery and Corruption policy; and
  - (c) Human Trafficking and Modern Slavery policy, (together, the "Mandatory Policies") attached as Schedule 5.
- 12.56 The Supplier shall take 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.
- 12.6 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.

### **13. Audit**

13.1 The Supplier agrees to allow the Customer's (and the 'Framework Purchasers') employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of

## **14. Indemnity**

14.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with

- (a) personal injury, death or damage to property caused to the Customer or its employees, agents or subcontractors (excluding the Supplier) arising out of, or in connection with the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (e) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents;
- (f) where Defective Goods have been dispatched by or on behalf of the Customer, the cost of recalling any Defective Goods and their subsequent destruction or return to the Supplier; and
- (g) all wasted administrative and personnel costs of the Customer or its agents relating to Defective Goods as well as all costs associated with advising, screening, testing, treating or otherwise providing healthcare in relation to Defective Goods.

## **15. Customer property**

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Supplier ("**Customer Materials**") and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

## **16. Customer's name, branding and logo**

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

## 17. Re-tendering

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Goods, including in the event that the Supplier is unsuccessful in any tender process.

## 18. Insurance

18.1 During the term of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and any other insurances it is required to maintain by applicable law to cover such heads of liability as may arise under or in connection with the Agreement and/or any Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

18.2 The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.

## 19 .Termination

19.1 The Customer may terminate the Agreement and/or any Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one (1) month's written notice.

19.2 The Customer may terminate the Agreement and/or any Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:

- (a) the Supplier is in material breach of its obligations under the Agreement (including its other Schedules) and/or any Contract;
- (b) the Supplier is in breach of its obligations under the Agreement (including its Schedules) and/or any Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request;
- (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business;
- (d) the Customer reasonably believes that any of the events mentioned above in paragraphs **Error! Reference source not found.** through **Error! Reference source not found.** is about to occur in relation to the Supplier and notifies the Supplier accordingly;
- (e) the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause **Error! Reference source not found.**, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii)

- continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws; or
- (f) the Customer believes, in its sole and absolute discretion, that continuing contractual relations with the Supplier may damage the reputation and/or resources of the Customer;
  - (g) the Customer believes, in its sole and absolute discretion, that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to prohibited parties, terrorism or money laundering or has or is likely to breach the requirements of Clause **Error! Reference source not found.**; or
  - (h) a donor ceases to provide the necessary funds for the Goods or requires SOLO in writing to terminate the Agreement and/or a Contract.

19.3 Termination of Agreement and/or any Contract shall not affect:

- (a) the Parties' obligations existing under each Contract still in force at the time of termination, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Contract. For the avoidance of doubt, any on-going Contract shall continue after the termination of this Agreement until that Contract terminates under its own terms or by agreement of the Parties (as the case may be); and
- (b) any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

## 20 . Confidential Information

20.1 Subject to below, a Receiving Party shall:

- (a) keep in strict confidence all Confidential Information provided directly or indirectly by a Disclosing Party, its employees, agents or subcontractors;
- (b) restrict disclosure of Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement and/or any Contract; and
- (c) ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

## 21 Data processing

21.1 The Parties acknowledge that in respect of all Personal Data made available by the Customer to the Supplier under or in connection with this Agreement and/or processed by the Supplier on the Customer's behalf under the Agreement ("**Customer Personal Data**"), the Customer is the data controller and the Supplier is the data processor. The Parties acknowledge that Part B to Schedule 6 of the Agreement sets out details about the Customer Personal Data processed by the Supplier in connection with the Agreement.

21.2 The Supplier shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Part B of Schedule 6, and only in accordance with the Customer's written instructions from time to time and shall not process Customer Personal Data for any purpose other than those authorized by the Customer.

21.3 The Supplier shall take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data.

21.4 If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Customer Personal Data or to either party's compliance with Applicable Privacy Laws and the data protection principles set out therein, it shall immediately

notify the Customer and it shall provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.

21.5 The Supplier may not authorise any third party or sub-contractor to process Customer Personal Data, unless: (i) the Customer has given its prior written consent; and (ii) the Supplier enters into a written contract with the third party or sub-contractor on terms which are substantially the same as those set out in this Agreement and which complies with paragraph 1 **Error! Reference source not found.** of Part A of Schedule 6 and which terminates automatically on the termination or expiry of this Agreement. The Parties shall comply with their respective obligations set out in Part A of Schedule 6, which is hereby incorporated into the Agreement.

## 22 . Notices

22.1 Any notice under or in connection with the Agreement and/or any Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this clause. Notice shall be sent by prepaid first-class post, recorded delivery, e-mail or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

22.2 Any notice shall be deemed to have been duly received if:

- (a) if sent by prepaid first-class post or recorded delivery, on the second day after posting;
- (b) if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or
- (c) if sent by e-mail, at 9:00am on the next business day after transmission.

22.3 This Clause **Error! Reference source not found.** shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this provision, "writing" shall include e-mails.

## 23 . Force Majeure

23.1 Neither Party shall be not be liable for any failure or delay in performing its obligations under the Agreement and/or any Contract if a Force Majeure Event causes such failure or delay. If this happens, the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Agreement and/or any Contract.

23.2 A "Force Majeure Event" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable. These might include strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination. Other might be explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, and or extreme adverse weather conditions.

23.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement and/or any Contract for a continuous period of more than 14 days, the Customer may terminate the Agreement and/or any Contract immediately by giving written notice to the Supplier.

## 24 . Dispute Resolution

- 24.1 If any performance dates or service level might not met, or if a Party otherwise fails to perform its obligations under the Agreement and/or any Contract, then without prejudice to the Parties' rights under the Agreement and/or any Contract. Then, the relevant Party shall escalate the issue to the Customer and Supplier Contacts and then to their respective senior management for resolution (including agreeing on any necessary changes or improvements within a settled timeframe).
- 24.2 If having used reasonable endeavours to settle a dispute informally either Party considers the dispute unsettled, either Party may give notice that the dispute will be referred for arbitration.
- 24.3 All disputes, controversies or claims arising out of or in connection with this Agreement and/or any Contract, including the breach, termination or invalidity. Thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules
- (a) The place of arbitration shall be Nairobi; Kenya.
  - (b) The language to be used in the arbitral proceedings shall be English; and
  - (c) The Agreement and any non-contractual obligations arising out of or in relation to the Agreement and/or any Contract are governed by Kenyan law
- 24.4 Nothing in the Agreement shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

## **25 . General**

### **25.1 Assignment and Subcontracting**

- (a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract.
- (b) The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract without the Customer's prior written consent. Any subcontract shall allow the Customer the same rights of inspection and testing as set out.

### **25.2 Severance**

- (a) If any court or competent authority finds that any provision of the Agreement and/or any 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 Agreement and/or any Contract shall not be affected
- (b) If any invalid, unenforceable or illegal provision of the Agreement and/or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **25.3 Waiver and Cumulative Remedies**

- (a) No waiver of any right or remedy under the Agreement and/or any Contract shall be effective unless it is in writing and signed by both Parties. No failure or delay by a Party in exercising any right or remedy under the Agreement and/or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Agreement and/or any Contract are cumulative and do not exclude rights provided by law.



**25.4 No Partnership**

Nothing in the Agreement and/or any Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

**25.5 Third Party Rights**

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

**25.6 Variation**

Any variation to the Agreement and/or any Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.

**25.7 Entire Agreement**

The Agreement (including, for the avoidance of doubt, any schedules thereto) and any applicable Purchase Order Form entered into between the Parties set out the whole agreement between the Parties in respect of the provision of the Goods and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the provision of the Goods. It is agreed that:

- ✓ no Party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other Party in relation to the provision of the Goods that is not expressly set out in the Agreement and any applicable Purchase Order Form under which the relevant Goods are being provided; and
- ✓ any terms or conditions implied by law in any jurisdiction in relation to the provision of the Goods are excluded to the fullest extent permitted by law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived.

**26 . Governing Law and Jurisdiction**

The Agreement and any Contract shall be governed by and construed in accordance using the English language. The Parties irrevocably submit to the exclusive jurisdiction of the courts of Kenya to settle any dispute or claim arising out of or in connection with the Agreement and any Contract or their subject matter or formation (including non-contractual disputes or claims).

The Parties enter THIS AGREEMENT on the date above stated.

<b>Signed for and on behalf of the SOLO:</b>	<b>Signed for and on behalf of the Supplier:</b>
Signature .....	Signature .....
Name.....	Name.....

Position.....	Position.....
Date:	Date:
Witness signature :	
..... Signature	
..... Name	
..... Position	
Date:	

**9.0 SOLO 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 SOLO are committed to safeguard children whom they are in contact with.

**What we do**

SOLO is committed to safeguarding children through the following means:

**Awareness:** Ensuring that all staff and those who work with SOLO 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 SOLO 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 SOLO 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, 9,10,11,12 and 13**) above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Somali Lifeline Organization, 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 SOLO project 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 SOLO contract manager

## **10.0 SOLO ANTI-BRIBERY AND CORRUPTION POLICY**

**Our Values and Principles** : SOLO does not allow any partner, supplier, sub-contractor, agent or any individual engaged by SOLO to behave in a corrupt manner while carrying out Somali Lifeline Organization (SOLO) work.

**What we do:** SOLO is committed to preventing acts of bribery and corruption through the following means:

1. **Awareness:** Ensuring that all staff and those who work with SOLO are aware of the problem of bribery and corruption.
2. **Prevention:** Ensuring, through awareness and good practice, that staff and those who work with SOLO minimize the risks of bribery and corruption.

3. **Reporting:** Ensuring that all staff and those who work with SOLO are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.
4. **Responding:** ensuring that actions taken to support, protect assets, and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour that 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 another 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 himself or herself or any other party.

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

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

You are obliged to -

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the SOLO senior management team or Executive 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 SOLO representative.

## 11.0 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 organizations 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 practiced
- 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 that 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

**APPENDIX 1: BIDERS RESPONSE DOCUMENT (WORD)** Ensure you have quoted the prices and the total as per the guideline in a separate document with your letterhead, signed and stamped

### 11.1.1 DIGNITY KITS

No	Description of Materials/ Services	Unit of Measure	Quantity	Unit price	Total Cost (USD)
1	Sanitary towels -	Packet	3		\$ -
2	Toilet Soap	bar	2		\$ -
3	Somali Diric dress	Piece	3		\$ -
4	Female Underwear Pants	piece	6		\$ -
5	Comb	Piece	1		\$ -
6	Headscarf	piece	3		\$ -
7	Toothpaste	Piece	2		\$ -
8	Toothbrush	Piece	3		\$ -
9	Hair Oil	Piece	1		\$ -
10	Washing / Laundry Soap	Bar	2		\$ -
11	Hand Torch	Piece	1		\$ -
12	Plastic or fabric white bag and UNFPA logo on both sides (required strong sewing and handles) as per image below or very similar. The bag shall have size enough to easily be able to accommodate 12 rolls of toilet paper.	Piece	1		\$ -
13	Packaging the kits in the fabric white bag	Piece	1		\$ -
14	Delivery Charges and warehousing based on office request	Piece	1		\$ -
Sub Total					\$ -

### 11.1.2 MHM KITS

MHM KIT Itemized Cost Estimate					
N°	Description of Materials/ Services	Unit of Measure	Quantity	Unit price (USD)	Total Cost (USD)
1	Sanitary pads re-usable	Packet	2		\$ -
2	Toilet Soap	bar	2		\$ -
3	Female Underwear	Piece	1		\$ -
4	Plastic or fabric white bag and UNFPA logo on both sides (required strong sewing and handles) as per image below or very similar. The bag shall have size enough to easily be able to accommodate 12 rolls of toilet paper.	piece	1		\$ -
5	Delivery Charges and warehousing based on office request	EA	1		\$ -
Sub Total					\$ -

