



SEPTEMBER 2ND 2019

MALARIA CONSORTIUM UGANDA

REQUEST FOR PROPOSAL (RFP) FOR PROVISION OF VEHICLE HIRE SERVICES TO MALARIA CONSORTIUM UGANDA OFFICES IN KAMPALA, MASAKA, KABAROLE, HOIMA, ARUA, LIRA, MOROTO AND GULU DISTRICTS

REF NO: MC /VEHICLE HIRE /2019/0005

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

A. Malaria Consortium

Malaria Consortium is one of the world's leading non-profit organisations dedicated to the comprehensive control of malaria and other communicable diseases in Africa and Southeast Asia. Malaria Consortium works with communities, government and non-government agencies, academic institutions, and local and international organisations, to ensure good evidence supports delivery of effective services, providing technical support for monitoring and evaluation of programmes and activities for evidence-based decision-making and strategic planning. The organisation works to improve not only the health of the individual, but also the capacity of national health systems, which helps relieve poverty and support improved economic prosperity.

Malaria Consortium is committed to obtaining a fair value for services received with a competitive price and timely delivery of the right quantities at the right quality.

B Administrative Information

B1) It is the intent of this RFP to secure competitive proposals to select competent, reputable, experienced and professional transporters to provide vehicle Hire services to Malaria Consortium Uganda programme offices in the below locations.

The resulting award from this RFP will establish a fixed price Framework Agreement (FWA) between the vendor and Malaria Consortium for a period of one (1) year, renewable up to three (3) years based upon annual successful reviews and value for money assessments. During the period of FWA, both parties agrees the prices quoted will remain unchanged.

- a) Malaria Consortium Uganda Head office, Plot 25, Upper Naguru East Road – Kampala
- b) Malaria Consortium MAPDs Office, Plot 3 Katonga Road, Nakasero - Kampala
- b) Malaria Consortium Field Office. Plot 7, Omodo Anyuru Road, Senior Quarters A, Lira Municipality
- c) Malaria Consortium Field Office, Plot 1, Onono Road, Gulu Senior Quarters, Gulu Municipality
- d) Malaria Consortium Field Office, Plot 18 Mutuba Avenue, Katwe -Butego Division, Masaka Municipality.
- e) Malaria Consortium Field Office. Plot, Remand Home Road, East Division, Kabarole Municipality

- f) Malaria Consortium Field Office, Plot 25, Duhaga Road, Kijungu, Hoima Municipality
- g) Malaria Consortium Field Office, Ociba Lane, Arua Hill Division, Arua Municipality
- h) Malaria Consortium Field Office, Plot 1 Odeke Road, Moroto Municipality

B2) Vehicles shall be hired as and when required under dry lease arrangement with a driver.

B3) Bidders shall submit sealed proposals to the address below:

**Malaria Consortium Uganda
Plot 25, Upper Naguru East Road
Naguru, Kampala, Uganda**

OR

**To any of the above Malaria Consortium Field Offices in: Masaka, Arua, Gulu, Moroto, Kabarole,
Hoima, and Lira**

AND

A soft copy to tenders@malariaconsortium.org

B4) Bids must be submitted received and registered at the reception desk by **Monday September 30th 2019 at 4:00 (4pm)**. Bids submitted after the deadline will **NOT** be accepted.

B5) We require only one (1) copy of your bid (original). The Proposal should be delivered in securely sealed envelopes, clearly marked “ FRAMEWORK - VEHICLE HIRE SERVICES, REF NO:MC /VEHICLE HIRE /2019/0005

B6) The Bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Document. Failure to provide all information or documentation required by the Bidding Document will result in the rejection of the bid.

B7) Malaria Consortium shall notify the winning bidders in writing within ten working days of the bid opening. Malaria Consortium is under no responsibility to release the identity or contract terms of the winning vendor.

B8) Malaria Consortium shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

B9) Malaria Consortium shall conduct Physical inspection of the bidder’s premises to verify the information provided in the RFP as well as suitability of the bidder’s facilities and availability of vehicles with or without notice to the bidder;

B10) The submitted proposal shall include the following information. Failure to supply any of the below requested information, documents or comply with the specified formats will disqualify the bidder from consideration.

- i) Completed Bidder Response Document (BRD)
- ii) Signature to confirm compliance with Malaria Consortiums Policies (section F)
- iii) Copy of the Certificate of registration or incorporation documents (proof of legal operation in Uganda).
- iv) Minimum Inventory list of ten (10) vehicles including registration numbers, model and year of manufacture together with proof of ownership. Such proof will be copies of Log books of the vehicles registered in the bidders' company names.
 - v) Insurance policies for the vehicles listed in the inventory above are comprehensively insured
- vi) Quality Certificate (e.g. SGS or IOV, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any
- vii) Fixed Pricing Proposal based on the details provided in this RFP valid for at least 120 days after the Proposal due date (attached Annex A)
- viii) Company profile with two CVs of key individuals proposed for the assignment with a minimum qualification of a Diploma in any relevant field of study.
- ix) Minimum list of six (6) drivers with valid driving licenses and defensive certificates: which should have class DL & DM).
- x) Trading License Current & that for the past 2 years.
- xi) A copy of the latest Income Tax Clearance Certificate from URA.
- xii) Current reference letters from at least three (3) companies/ organisations where similar services have been / are being provided by your company within the last three (3) years and shall include customer name, official email, address, telephone number, period of relationship and scope of work

NOTE The documents must be provided in the order in which they appear in the above list.

- B11) Malaria Consortium reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of Malaria Consortium, and is not bound to accept the lowest priced bid submitted.
- B12) Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.
- B13) The award criteria shall be based on the proposals overall response and "value for money" while taking into consideration donor and internal requirements and regulations. The award will be determined by a committee of Malaria Consortium employees.
- B14) The successful vendor shall receive a contract for the period of the services required, which can be extended upon agreement of both parties.
- B15) The language for communications and required documents is English.

C Technical Requirements & Specifications

- C16) The Bidder should provide relevant evidence to prove that they have been legally, actively and continuously engaged in business for the previous two years prior to the date of response to this RFP. Such evidence shall be a copy of the Trading Licences for the two (2) years, 2019 and 2018.

- C17) The Bidder should submit a minimum inventory list of ten vehicles including registration numbers, model and year of manufacture together with proof of ownership. Such proof will be copies of Log books of the vehicles registered in the bidders' company names that will be subjected to verification and once found unsatisfactory the bid will be cancelled.
- C18) Bidders should provide relevant documentary evidence to show that their vehicles are comprehensively insured and in good mechanical conditions such evidence shall be copies of comprehensive insurance and Uganda inspector of vehicles or SGS certificate.
- C19) The bidder should provide relevant documentary evidence to show that they have ever carried out work of a similar nature for at least three (3) reputable organizations in the last three years. Such evidence shall be a copy of Purchase order or Contract with contact details (Names and Telephone numbers) for each of the organizations. Reference letters must be current, must state the period of relationship & the scope of the service that can be verified by Malaria Consortium.
- C20) The bidder is required to specify their best average delivery period as well as if they have any office branches in the above field office locations or districts.
- C21) The bidder should have at least two members of the management team with a minimum qualification of a Diploma in any relevant field of study and at least 6 drivers with valid driving licenses and valid defensive training. Bidders shall submit CVs, copies of driving licenses which should have class DL & DM, current defensive training certificates and certificate of good conduct for all drivers.
- C22) Bidders shall attach evidence that they have fulfilled their obligations to pay taxes to the Uganda revenue authority.
- C23) The bidder shall submit a complete purchasing fixed price in Uganda Shillings (Ugx) as per the price table in annex A Section 4 in the tender response document including any discount offered exclusive of Value Added taxes (VAT)
- C24) The bidder should provide evidence that they are capable of providing a minimum ten (10) 4X4 Station Wagons full serviced, in good mechanical condition and fuelled to Malaria Consortium within a shortest period turnaround time. Such evidence shall be copies of logbooks and current fuel, garage and insurance Contracts with reputable companies etc.
- C25) The bidder shall take full responsibility for any additional requirements arising under the contract due to change in traffic regulations, rules and byelaws by local Government
- C26) The bidder shall maintain an adequate fleet of vehicles and shall have a satisfactory source of supply for fuel as may be needed in the performance of services.

- C27) The bidder shall ensure to submit accurate records i.e. mileage in case of Irregularities such as overwriting, forged entries/mileage in the logbook/sheet will not be tolerated and Malaria Consortium has the discretion to terminate the contract along with the forfeiture of blacklisting the supplier.
- C28) The bidder shall respond to all the Questions in the Tender Response Document attached. The Questions are mandatory for Suppliers to complete if they wish to be considered for Malaria Consortium business.
- C29) The bidder shall submit, as part of their bid, a section describing their general qualifications to provide such services, which should include information on length of operation, ownership, management, technical qualifications of staff and any other information the supplier feels will support their bid as per attached scope of work.
- C30) The bidder should specify in their bid the ability to respond to urgent requests from time to time.
- C31) In view of security considerations, security clearance from the police authorities in respect of each driver should be furnished. The Company shall provide verified clearance copies including the name, National identity card, address, mobile number and photocopy of driving license of each driver listed.
- C32) The bidder will be responsible for the repair and maintenance of all vehicles while the vehicles are engaged by Malaria Consortium. It is the vendor's responsibility to monitor for mechanical issues and to provide a replacement vehicle to Malaria Consortium before a vehicle gets to the point where it breaks down. If a vehicle breaks down while in use, and cannot be repaired within 1 hour by the driver, then the vendor will be required to provide a replacement vehicle within 2 hours.

D Bid Prices and Payment Terms

D1) Malaria Consortium will make payment 30 days after presentation of signed waybills/certificate of completion and invoice outlining any deductions for loss, or damage.

D2) All payments shall be made in (Uganda shillings) by bank transfer.

D3) Bidders shall provide fixed daily rate in Uganda shillings (UGX) during the Bidder's performance of the Contract and not subject to variation on any account, excluding fuel (dry rate) and Value Added Tax (VAT), but including drivers salary and travel costs, comprehensive insurance, costs of vehicle repair, maintenance and replacement as and when required.

D4) Bidder will be reimbursed money spent on fuel on top of the fixed daily rate, upon confirmation of

- fuel used (evidenced with fuel card receipts attached to invoices) and,
- Distance covered for official travels to, from and while the field evidenced with vehicle log sheets dully signed by Malaria Consortium staff.

D5) Upon confirmation of fuel prices, reimbursement will be computed using Malaria Consortium fuel ratio of seven (7kms) per litre of fuel used.

E RFP Evaluation Criteria

For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 50%. Proposals, which do not meet the minimum score will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.

Technical Criteria	70%
Bidder meets required specification for the service as Annex A – Scope of work and willing to FIX the prices for period of NOT less than 12 months. Not less than 12 months = 10 points , less than 12months = 1 point	10%
Company profile with at least : <ul style="list-style-type: none"> two members of the management team with a minimum qualification of a Diploma in any relevant field of study (two members with a diploma or degree and above =6 points) Six drivers with valid driving licenses with class DL & DM, current defensive training certificate and certificate of good conduct for all drivers. (six drivers with all the above certificates = 8 points) , six drivers missing any of the above certificates =1 point Three (3) current reference letters from companies/ organisations where similar services have been / are being provided by your company within the last three (3) years (Three and above =2points) 	15%
Compliance with Malaria Consortiums Policies (Section 3 in the BRD) 5 points	5%
Minimum inventory list of ten 4x4 vehicles including registration numbers, model and year of manufacture, comprehensively insured, IOV certificate together with proof of ownership. Ten and above = 20 points , 9 to 5 = 6 point and 4 to 1 = 2 points	20%
Current trading licence (5 points) and, Tax clearance certificates from Uganda Revenue Authority (5 points)	10%
Proof of vehicle fuel cads and reputable Garage service centre with running contracts or service orders (Fuel card contract =5 points and Garage Contract =5 points)	10%
Financial Competitiveness <ul style="list-style-type: none"> The bidder’s transparent, and fixed competitive purchasing price as per annex A, section 4 in the tender response document for supply of Vehicle Tyres. 	30%

F Declaration by the Bidder:

I/we, the Bidder, hereby confirm compliance with the following (which are attached to this RFP):

- Malaria Consortium Terms and Conditions of Purchase
- Malaria Consortium’s Anti-Bribery Policy
- Malaria Consortium’s Anti-Fraud and Anti-Corruption policy
- Malaria Consortium’s Child Protection policy

I/we also confirm that Malaria Consortium may in its consideration of our offer, and subsequently, rely on the information provided in this document, and may contact references to validate statements and service quality

I (Name) _____ (Title) _____ am authorized to represent the above-detailed company and to enter into business commitments on its behalf.

Company

Date

ANNEX A: SCOPE OF SERVICES TO BE PROVIDED BY THE TRANSPORT SERVICE PROVIDER:

Procurement Reference Number: MC/VEHICLE HIRE/2019/007

- a) Transporting Malaria Consortium staff and guests within Kampala and other areas within Uganda.
- b) Booking of vehicles will be made through email or telephone and will be confirmed by an approved Purchase Order Form from Malaria Consortium. The Service Provider will provide details of the vehicle to be deployed to Malaria Consortium together with the driver's name and telephone number. Pick-up of users shall be at least 1 hour before the arranged time.
- c) Vehicles shall be hired as and when required under dry lease arrangement with a driver.
- d) The successful bidder shall use the daily log book to be provided by Malaria Consortium to record journeys undertaken and this will be signed off by both the passenger and driver after the completion of each journey.

QUALIFICATIONS

Bidder shall have at least one member of the management team with a minimum qualification of a Diploma in any relevant field of study and at least 6 drivers with valid driving licenses. Bidders should submit CVs and copies of driving licenses.

SERVICE LEVELS

(i) Vehicle

- a) The service provider shall provide vehicles that are in very good mechanical condition.
- b) The Service Provider shall ensure that all vehicles are regularly serviced in accordance with manufacturer standards. Malaria Consortium reserves the right to request for service records.
- c) In the event of an accident, the driver shall inform his/her company immediately and arrangements for an immediate replacement of the vehicle shall be made.
- d) The Service Provider shall ensure that vehicles deployed to carry out Malaria Consortium assignments, are clean at all times
- e) The Service Provider shall ensure that tyres on the vehicles deployed to carry out Malaria Consortium assignments, are in very good condition.
- f) The Service Provider shall ensure that vehicles deployed to carry out Malaria Consortium assignments are fitted with a functioning air conditioning system.
- g) The Service Provider shall ensure that all omnibuses beyond 7-seater are equipped with a functioning Speed Governor.
- h) The Service Provider shall ensure all drivers carry out a vehicle safety check every morning before deployment to ascertain the vehicle's basic mechanical condition.
- l) The Service Provider shall provide details of the vehicles which will be utilized while rendering the services to the organization. The organization will be notified of any changes to the vehicle fleet list. The organization shall be provided with copies of the vehicle registration books.
- j) The Service Provider shall ensure that Vehicles have PSV and PMO Licenses as required by law.
- k) The Service Provider shall ensure that all vehicles are comprehensively insured and the organization will be provided with copies of the insurance certificates.
- l) The service provider shall ensure that in case of breakdown en-route / recurrent malfunctioning / dissatisfactory vehicles are replaced within an hour.
- M) The vehicles provided should be fitted / provided with – First aid box, clean seat covers, Music system, Air conditioning, Reading Lamp, Tissue Paper, Car Perfume, Mobile Chargers, Seat Belt (Front/Rear), 2 Umbrellas each.

(ii) Staff

- a) The Service Provider shall ensure that all drivers deployed to carry out Malaria Consortium assignments adhere to Traffic Laws.
- b) The Service Provider shall ensure that all drivers deployed to drive vehicles hold valid driving permits with the appropriate class of motor vehicle. Malaria Consortium will be provided with copies of the driving permits.
- c) The Service Provider shall ensure that Drivers are able to communicate in English with Malaria Consortium staff and guests.
- d) The Service Provider is encouraged to provide training in Defensive Driving to the drivers who will be deployed to carry out Malaria Consortium assignments.
- e) The Service Provider shall ensure that all drivers are dressed in company uniform while deployed to carry out Malaria Consortium assignments. This will ease the process of identification and conformance to security procedures while in the Malaria Consortium premises as well as maintenance of the organization corporate Image.
- f) The Service Provider will vet the behavior and previous conduct of the drivers to be deployed to handle Malaria Consortium assignments to ensure that no drivers with previous criminal conduct are deployed at Malaria Consortium. The Service Provider shall forward to Malaria Consortium, detailed curriculum vitae with personal bio data and passport photos of the drivers to be deployed to handle Malaria Consortium assignments. The Service Provider shall notify Malaria Consortium in case of any changes in the driver list.
- g) The Service Provider shall ensure a high level of courtesy, politeness, and respect by all the drivers towards Malaria Consortium staff and guests. The Malaria Consortium shall not tolerate rudeness or lack of respect towards its staff and guests.
- h) The Service Provider shall ensure the highest level of integrity among the drivers. Malaria Consortium shall not accept any elements of dishonesty or untrustworthiness among the drivers deployed to carry out organization assignments.
- i) The Service Provider shall ensure that Drivers deployed to carry out organization assignments shall not drive under the influence of alcohol or any intoxicating substances.
- j) The Service Provider shall ensure that drivers deployed to carry out Malaria Consortium assignments shall not smoke while driving.
- k) The Service Provider shall ensure that all drivers deployed to carry out Malaria Consortium assignments adhere to Malaria Consortium policies i.e. safety & Security procedures and instructions issued from time to time.
- l) The Service Provider shall ensure that all information about Malaria Consortium operations or staff and guests that comes into the possession of the drivers while on duty (whether written or verbal) is strictly confidential and should not be released to third parties. The Service Provider shall sign compliance to Malaria Consortium policies.
- m) The Service Provider shall ensure that Drivers deployed to carry out Malaria Consortium assignments put on company identity cards for ease of identification while at work.
- n) The Service Provider shall ensure that Drivers deployed to carry out Malaria Consortium assignments do not carry any firearm or dangerous weapon while on duty.
- o) The service providers shall make sure that their drivers are fully paid an agreed safari day allowance in case of travel upcountry.
- P) In view of security considerations, security clearance from the police authorities in respect of each driver should be furnished. The Company shall provide verified clearance copies including the name, National identity card, address, mobile number and photocopy of driving license of each driver listed.

(iii) Communication

- a) The Service Provider shall ensure that all drivers deployed to carry out Malaria Consortium assignments are provided with a mobile phone for communication with Malaria Consortium staff. Such telephone number must be notified to the Transport Office and kept switched on at all times while the driver is on duty.
- b) The Service Provider shall ensure that drivers deployed to carry out Malaria Consortium assignments shall not talk on phone while driving.
- c) The Service Provider shall ensure that drivers deployed to carry out Malaria Consortium assignments are able to speak, read and write in English.
- d) The service provider shall maintain a 24 hour contact telephone line with Malaria Consortium for the purposes of receiving urgent transport requests.
- e) The service provider shall ensure to submit accurate records i.e. mileage in case of Irregularities such as overwriting, forged entries/mileage in the logbook/sheet will not be tolerated and Malaria Consortium has the discretion to terminate the contract along with the forfeiture of blacklisting the supplier.

(iv) Speed

The service provider shall ensure that speed limits are adhered to by drivers at all times. Over speeding will not be tolerated by the Organization. This will be in line with the traffic regulations of Uganda.

(v) Responsiveness

Whenever requested, the Service provider shall provide a vehicle to Malaria Consortium within **two (2)** hours. In case of emergencies, the vehicle will be available within **one (1)** hour.

(vi) Meeting

Malaria Consortium will hold quarterly meetings with the Service Provider to assess their performance.

(vii) Time of Operation

Malaria Consortium will hire vehicles on a daily basis. A day is defined as 24 hours.

(ix) Payment

The Successful provider will invoice Malaria Consortium at end of each assignment provided. The invoice shall be supported by a signed Purchase Order Form from the Malaria Consortium and signed copies of the vehicle log book indicating journeys undertaken. Payment shall be processed within 30 days from acceptance of invoice.

(x) Types of Vehicles Required:

The service provider will be required to provide the types of vehicle listed below. In case the Malaria Consortium requires a different category of vehicle, the service provider will be required to quote for the required service.

List of required Vehicles:

1. Pick-up single Cabin
2. Pick-up Double Cabin
3. Omnibus 14- Seater(e.g. Hiace)
4. Omnibus 28- Seater (e.g. Coaster)
5. Station Wagon 4x4 (e.g. Prado, Pajero etc.)

(xi) Prices

- a) Prices shall be quoted on a daily basis under dry lease arrangement inclusive the driver fees. Malaria Consortium shall meet the fuel costs.

Malaria Consortium Terms and Conditions of Purchase

1 Definitions and Interpretation

These terms and conditions ("**Conditions**") form part of the contract between the supplier ("**Supplier**") and Malaria Consortium (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). Terms not otherwise defined herein shall have the meaning given to them in the applicable Order.

2 Quality and Defects

- 2.1 The Goods and the Services shall, as appropriate:
- correspond with their description in the Order and any applicable specification;
 - comply with all applicable statutory and regulatory requirements;
 - be of the highest quality and fit for each purpose held out by the Supplier or made known to the Supplier by the Customer;
 - be free from defects in design, material, workmanship and installation; and
 - 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 without the provision of prior notice to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards

- 3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation including in the areas of child labour and forced labour.
- 3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism and shall check its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List and comply with all regulatory requirements relating thereto.
- 3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding and Anti-Bribery. **[Note: query whether these should be defined]**

4 Delivery / Performance

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery. **[Note: need to specify an Incoterm in the Purchaser Order if this is to work.]**
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense and the Supplier shall repay to the Customer any amount paid in relation to such Goods or 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 or a breach of Clause 2.

6 Price and Payment

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

7 Termination

- 7.1 The Customer may terminate the Contract without liability to the Supplier 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 the Supplier shall pay to the Customer any losses (including all associated costs, liabilities and expenses, including legal costs) incurred by the Customer as a consequence of such termination and/or breach 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 other similar bankruptcy process;
 - b) is in material breach of its obligations under the Contract; or
 - c) is in breach of any of its obligations and fails to remedy such breach within 14 days of written notice to remedy from the Customer.
- 7.3 In the event of termination, all existing purchase orders must be completed.

8 Supplier's Warranties

- 8.1 The Supplier warrants to the Customer that:
- 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 ensure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
 - 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.

9 Force majeure

- 9.1 Neither the Supplier nor the Customer 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 and was not reasonably foreseeable at the date of the Order (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 Force Majeure Event prevents 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 in writing 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.

Anti-Bribery Policy

1. Purpose and context

Malaria Consortium's policy is to conduct its work in an honest and ethical manner. Malaria Consortium, wherever it operates, takes a zero-tolerance approach to bribery and is committed to ensuring that its employees act professionally, fairly and with integrity in all dealings wherever Malaria Consortium operates. This is to ensure that the organisation benefits from a valued reputation, and donor and partner and beneficiary confidence.

2. Principles

Malaria Consortium is committed to implementing and enforcing effective systems to counter bribery.

3. Scope

This policy applies to all individuals in the organisation, including trustees, senior managers, employees (whether permanent, fixed term or temporary), volunteers and interns, consultants, partners and any other person or organisation providing services to Malaria Consortium whether paid or unpaid.

All employees will be trained on this policy on joining the organisation as part of their finance induction. They will be asked to sign that have read, understood and agree to abide by its content. All other persons associated with the organisation will be informed of this policy through their contractual arrangements. For existing employees and associated persons the policy is to be communicated via the Country Director, the Regional Programmes Director in the regions and the Financial Controller in each country.

4. Definition and terms

What is a bribe?

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly or;
- To any public official with the intention of influencing the official in performance of their duties. This includes any form of gift or payment to an official in an attempt to speed up or complete a process quicker than usual. The size of the gift is irrelevant.

5. Implementation

Any individual suspected of offering, promising or giving a bribe, requesting, agreeing to receive or accepting a bribe or bribing a public official will be investigated under the organisation's disciplinary policy and if found guilty will be dismissed for gross misconduct. For any contractor found to offer, promise or give a bribe or requested or agreed to receive or accept a bribe or bribing a foreign public official, will have their contract terminated immediately, all business dealings will cease and financial compensation will be sought and it will be reported to the authorities as required by the Act.

If any individual is confronted with a request to make a bribe, individuals are to present a copy or explain this Anti-Bribery Policy and must not agree to the bribe in any circumstances. All vehicles should carry a copy of the policy for this purpose.

Gifts and hospitality

This policy does not prohibit the giving and receiving of promotional gifts of low value and normal and appropriate hospitality. Low value gifts are defined as those below GBP 5.00 or currency equivalent. Gifts and hospitality may amount to bribery; therefore these must not be offered or given with the intention of persuading anyone to act improperly or to influence a public official in the performance of his duties. Any gifts or hospitality offered must be reported to the Country Finance Manager before acceptance and instruction given to the individual on whether or not the gift is to be accepted.

Any offer or promise must be documented, whether it is approved or not by the Country Finance Manager on the register of interest and gifts for the country. Malaria Consortium does not give out gifts, although within projects, some activities, such as low cost incentives to voluntary workers, may be acceptable. These must be within the original project and its budget as agreed with the donor.

The register will be accessible by the Country Director, internal and external auditors and to regional and HQ staff performing checks on visits to the country.

Facilitation payments and kickbacks

Malaria Consortium does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, for example to clear goods or persons through customs. Kickbacks are typically payments made in return for a business favour or advantage, for example, to reduce delivery time on goods and services. All employees must avoid any activity that may lead to, or suggest, that a facilitation payment or kickback will be made or accepted on behalf of Malaria Consortium.

Donations

Malaria Consortium does not make contributions of any kind to political parties.

Financial Systems

Malaria Consortium will keep financial records and ensure appropriate internal controls are in place to ensure there is an evidence trail for any payments made to third parties, in order to prevent corrupt payments taking place.

All expense claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the financial procedures and must specifically record the reason for the expenditure.

All accounts, invoices, memoranda and any other documents and records relating to dealings with third parties, such as clients, suppliers and other business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal any payments.

Whistle Blowing

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage in accordance with Malaria Consortium’s Whistle Blowing Policy. Malaria Consortium will apply criminal and administrative sanctions in a robust manner to demonstrate a zero tolerance to bribery.

Monitoring

The effectiveness of this policy will be regularly reviewed by the Board of Trustees and internal control systems and procedures will be subject to audit under the internal audit

Anti-Fraud and Anti-Corruption Policy

1. Purpose and context

The aim of Malaria Consortium's fraud and anti-corruption policy is to minimise fraud through a series of measures, including clear policies and processes, regular internal and external audits and training for all staff.

2. Principles

Malaria Consortium is committed to investigate any and all suspected acts of fraud, misappropriation or other similar irregularity. Detecting fraud and corruption is everyone's responsibility and if any incident or potential incident is discovered staff must report it immediately, as required by Malaria Consortium's whistle blowing policy.

3. Scope

Malaria Consortium is committed to maintaining an untainted reputation with its donors, partners, beneficiaries and vendors. All Malaria Consortium employees and service providers are under obligation to maintain integrity in all actions and must avoid circumstances that compromise their decisions or actions. All employees must ensure that the ethical business practices and interests of the organisation are observed.

It is a major violation of Malaria Consortium's policies for employees or service providers to knowingly conceal, falsify or misrepresent a material fact relating to any transaction. Misrepresentation may include but is not limited to: signing for receipt of goods or services not yet received or completed, or altering any document to disguise or change the outcome, including the back-dating of documents. For employees proven violations will lead to disciplinary action up to dismissal from employment and legal action. For service providers proven violations will result in the immediate termination of their contract and the cessation of all business dealings.

4. Definition and terms

Fraud is defined in the Uganda Act, as false representation, failure to disclose information or abuse of position, in order to make a gain for yourself or another or to cause or expose another to a risk of loss. Fraud covers an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts.

Anti-corruption: relates to the measures taken to eradicate or prevent dishonest or fraudulent conduct.

Both corruption and fraud amount to abuse and theft. Acts of fraud and corruption include, but are not restricted to:

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such police officers requesting unofficial payments on road blocks

- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception
- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

5. Implementation

Steps to mitigate occurrence

The organisation adopts the following anti-fraud measures to minimise its risk from fraudulent activity:

- Clear policies on the expected conduct of staff in the organisation, for example Anti-Bribery and Code of Conduct communicated as part of induction programme and updates staff in team meetings.
- Records and investigates all incidences including suspected and confirmed fraud, in line with MC Guidance on Conducting a Fraud investigation.
- Reports fraud to the police and to the Charity Commission.
- Implements robust controls and informs staff about the procedures and measures in place.
- Ensures records of all income and expenditure are kept and receipts, invoices and supporting documents are adequate.
- Checks that financial controls are not overridden, by-passed or ignored
- Reconciles bank accounts monthly and conducts spot checks
- Uses tiered delegated authority and signature levels for all payments
- Restricts and closely monitors access to sensitive information
- Implements an Internal Audit function reviewing processes and procedures on a risk basis
- Establishes clearly defined roles for staff that include segregation of duties

Malaria Consortium has a zero tolerance to fraud and corruption. Malaria Consortium will apply robust sanctions to combat fraud and corruption including disciplinary action and reporting suspected criminal activity to the police.

Child Safeguarding Policy

STATEMENT OF COMMITMENT

Malaria Consortium is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children.

Malaria Consortium is committed to the welfare and rights of children. All staff, volunteers, interns, consultants, visitors, donors, service providers, trustees or sponsors of Malaria Consortium are expected to treat all children and other staff with respect and dignity regardless of race, colour, sex, language, religion or belief, political or other opinion, ethnic or social origin, disability, birth or other status. This includes all children less than 18 years of age.

Inappropriate, harassing, abusive, sexually provocative or demeaning language or behaviour towards children will not be tolerated. Different forms of child abuse include:

- **Physical Abuse:** Any punishments and physical abuse to children like beating including with a stick or other implement, poisoning, shaking and smothering or forcing the child to work in an unsafe way/environment. These are things that deliberately and negatively affect the physical well-being of children.
- **Mental Abuse:** Any actions (gestures, words and behaviour) that deliberately affect a child's mental/emotional well-being for example by making them afraid, anxious, annoyed or discouraged.
- **Neglect:** Any actions that deliberately neglect to provide the four essential rights of children (right to live, right to learn, right to participate and the right to speak).
- **Sexual Abuse:** Any actions with sexual intent towards children such as touching children's genitals, forcing child to watch or take part in pornography or coercing the child to have sex.

Malaria Consortium is committed to informing children, decision makers, and the public through the media that child abuse is wrong. It is also understood that keeping silent is also wrong.

Where possible children are also included as key stakeholders because Malaria Consortium believes that children have the right to speak and be heard. Involving them in the process also enables them to know their right to protection. Children are encouraged to have active cooperation, share information and be involved in advocacy initiatives.

All staff, visitors, partners and service providers agree to this policy which is reviewed every two years.

BEHAVIOURAL PROTOCOLS

- Whenever possible, it should be ensured that another adult is present when working in the proximity of children. Sleeping close to unsupervised children will not be allowed unless absolutely necessary.
- That a child will not be engaged in any form of sexual activities or acts. Adults will always be responsible for their behaviour and cannot blame the child even if the child 'provokes' or acts in a 'seductive' way.
- That computers, mobile phones, video and digital cameras will be used appropriately, and never to exploit or harass children or to access child pornography through any medium.
- If protocols are broken the person involved will be disciplined and such disciplinary action could result in summary dismissal.

- Communities and children with whom Malaria Consortium staff work will be informed of the protocols and will be assured that project support will not be discontinued if they report suspicious behaviour. Also Staff will not be asked to leave for reporting suspicious behaviour.
- Where children are placed in communities, there will be careful screening and training of foster parents to ensure safe and adequate care will be given.
- Malaria Consortium, its partners and service providers will not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.

RESPONSES TO ALLEGATIONS

Individuals must immediately report concerns or allegations of child abuse. Where an allegation has been made that a staff member/visitor/service provider to the organisation has abused a child then the Malaria Consortium will investigate and take the appropriate action to deal with the situation.

- Malaria Consortium will have a designated person who is to be responsible for dealing with child safeguarding issues in the organisation.
- Both victim (and perpetrator) will be treated with respect from the start of the process to the end.
- Children rarely lie in situations like this so their story must be heard and believed unless proven otherwise. They may also require extra protection if the perpetrator has not been arrested.
- Malaria Consortium will have a reporting procedure where the Country Director is informed and then others as the need arise.
- Records should be made of all facts related to the investigation and these should be carefully and confidentially filed.
- The relevant Embassy should be informed if a foreigner is involved.
- There should be a person designated to deal with the police.

USE OF CHILDREN'S IMAGES AND PERSONAL INFORMATION FOR PROMOTION, FUNDRAISING AND DEVELOPMENT EDUCATION

When photographing or filming a child for work related purposes, Malaria Consortium must:

- Before photographing or filming a child, assess and endeavour to comply with local traditions or restrictions for reproducing personal images.
- Before photographing or filming a child, obtain consent from the child or a parent or guardian of the child. This must be explained to the child how the photograph or film will be used.
- Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive.
- Ensure images are honest representations of the context and the facts.
- Ensure file labels do not reveal identifying information about a child when sending images electronically.