

**INVITATION TO TENDER
FOR SAVE THE CHILDREN INTERNATIONAL**

**SOMALIA
5/July/2021**

**REHABILITATION FOR 6 PRIMARY SCHOOLS IN NUGAL, HAYLAAN AND SANAAG
REGIONS**

Date	5/July/2021
Invitation to Tender (ITT) Reference No:	SCI/ PR/GRW/2021/26145

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the rehabilitation of 6 primary schools in Nugaal, Haylan and Sanaag Regions. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

Below is a summary of all the information included in the tender pack (you can use the hyperlinks to navigate the document):

- **[Part 1: Invitation to Tender Document](#)**
 - 1) Introduction to SCI
 - 2) Project Overview and Requirements
 - 3) Award Criteria
 - 4) Instructions & Key Information
- **[Part 2 : Core Requirements and Specification](#)**
 - Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
- **[Part 3 : Bidder Response Document](#)**
 - A template to be used to submit your response to this Invitation to Tender.
 - Includes the Terms & Conditions of Bidding.
- **[Part 4 : Appendices](#)**
 - Appendix 1 – Terms & Conditions of Purchase
 - Appendix 2 – Child Safeguarding Policy
 - Appendix 3 – Save the Children Anti-Bribery and Corruption Policy

- Appendix 4 – Save the Children’s Human Trafficking and Modern Slavery Policy
- Appendix 5 – The IAPG Code of Conduct

Responses should be submitted no later than <<04:00 on 30/03/2020>> using the Bidder Response Document provided in [Part 3](#) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#).

Queries should be directed to Puntland.supplychain@savethechildren.org.

We look forward to receiving your response.

Mohamed Mohamed
Area Logistics/Supply Chain Manager

PART 1 – INVITATION TO TENDER

1. INTRODUCTION TO SAVE THE CHILDREN

SCI is the world's leading independent organisation for children. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

Our Vision – a world in which every child attains the right to survival, protection, development and participation.

Our Mission – to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

We do this through a range of initiatives and programmes, to:

- Provide lifesaving supplies and emotional support for children caught up in disasters like floods, famine and wars.
- Campaign for long term change to improve children's lives.
- Improve children's access to the food and healthcare they need to survive.
- Secure a good quality education for the children who need it most.
- Protect the world's most vulnerable children, including those separated from their families because of war, natural disasters, extreme poverty or exploitation.
- Work with families to help them out of the poverty cycle so they can feed and support their children.

For more information on the work we undertake and recent achievements, visit our website at www.savethechildren.net



2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 PROJECT OVERVIEW

Please see below a summary of the requirements for which Save the Children invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications / drawings etc.) can be found in [Part 2 \(Core Requirements & Specifications\)](#) of this Tender Pack.

Item	Description
Country	<i>Somalia</i>
Description of goods or services	Rehabilitation for 6 primary schools in Nugal, Haylaan and Sanaag regions
Duration	<i>21 days</i>
Agreement Type	<i>SCI intends, but reserves the right not to, enter into a Contract which commits us to buying the goods or services listed in Part 2.</i>

3. AWARD CRITERIA

SCI is committed to running a fair and transparent tender process, and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses will be evaluated against three categories of criteria: Essential Criteria, Capability Criteria, and Commercial Criteria.

These criteria have been especially created to help SCI determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

Bidders must meet the following criteria:

- That the bidder has registration certificate from ministry of commerce.
- That the bidder has tax clearance letter/TIN from the Puntland Ministry of Finance

- Bidder's confirmation of compliance with the attached Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct

CAPABILITY CRITERIA

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

I. Quality (30%)

Providing past contracts as evidence

a) Previous experience in undertaking of similar activities 30%

1. 30 Points for more than 5 contracts in Construction with INGO, UN Bodies or Public Institutions with official signatories and stamp
2. 20 points for 4 contracts in Construction with INGO, UN Bodies OR Public Institutions with official signatories and stamp
3. 15 point for 3 Contracts with INGO, UN Bodies or Public Institutions with official signatories and stamp
4. 10 point for 2 Contracts with INGO, UN Bodies or Public Institutions with official signatories and stamp
5. 5 points for 1 contract with INGO, UN Bodies or Public Institutions with official signatories and stamp
6. 0 Points for less than 1 contract.

II. Financial Capacity (15 %)

Provide an Official bank statement for last One (1) year (July 2020- June 2021) as evidence.

- a) 15 points for more than >\$30,000 Balance.
- b) 10 points between \$20,000 – \$30,000 Balance,
- c) 5 points between \$10,000 - \$20,000 Balance,
- d) 0 points less than <\$10,000 Balance

III. Lead construction Engineer (15%)

Provide CV and certificates for lead construction engineer

- a) 15% for a qualified lead engineer with more 5 years of experience
- b) 10% for a qualified lead engineer with 3-5 years of experience
- c) 5% for lead engineer with 2 years of experience
- d) 0% for lead engineer with less than 2 years of experience

IV. COMMERCIAL CRITERIA (40%)

- a) 100% for the best price equivalent to 40%
- b) 90% for the second-best price equivalent to 36%
- c) 80% for the third best price equivalent to 32%
- d) 70% for the fourth best price equivalent to 28%
- e) 60% for the fifth best price equivalent to 24% and so on till to the last.

NB: Bidders submitted with same price will earn same scoring.

Tender closing date is **27th July 2021 at 4:00pm Somalia local time.** All completed tender documents should be submitted in a sealed envelope to be hand carried addressed to The Tender Committee at the below address. The envelope should indicate the Tender Reference number as mentioned above.

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 40%. The Capability Criteria will account for up to 60% of the score.

4. BIDDER RESPONSE DOCUMENT

To ensure bidders provide all the required information in order for SCI to be able to effectively evaluate bidders bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

Further information on the Bidder Response Document can be found in Section 4 of this Tender Pack, and a copy of the Bidder Response is provided in Schedule 2.

5. VETTING

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Save the Children. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), SCI may reverse their award decision.

6. BIDDER INSTRUCTIONS

6.1 TIMESCALES

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

Activity	Date
Issue Invitation to Tender	7/7/2021
Deadline for Return of Bids	27/7/2021
Bid Opening	28/7/2021
Bid Clarifications	28/7/2021
Award Contact	29/7/2021
Mobilisation	30/7/2021
Go Live	31/7/2021

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, SCI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

6.2 DOCUMENTATION FOR SUBMISSION

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document template in [Part 3](#) of this Tender Pack. Any bids received using different formats will not be accepted.

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria which will be used to evaluate the quality of the bids received.

Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

6.3 SUBMISSION OF BIDS

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void.**

Bids can be submitted by hard copy:

Paper Submission

- Two hard copies of bid submitted on headed paper
 - Bids to be submitted to << *SCI Garowe Office* >>
 - Bids should be submitted in a single sealed envelope addressed to << *SCI Garowe Office* >>.
 - The envelope should clearly indicate the Invitation to tender reference number (<<PR/GRW/2021/26145 >>), but contain no other details relating to the bid.
 - All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts/Statements, contracts, Personnel CVs (lead engineer) and Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **<<04:00 PM & 27/07/2021>>**. Failure to submit your bid prior to the Closing Date may result in your quote being void.

All Bids must remain valid and open for consideration for a period of not less than 60 days from the Closing Date.

6.5 KEY CONTACTS

Should you have any questions about Save the Children, this invitation to tender or anything related to this document, please contact the Save the Children contact detailed below. Enquiries should be submitted in writing via email / mail.

Mohamed Abdi
Area Logistics/Supply Chain Manager
Save the Children International
Garowe



Puntland.supplyChain@savethechildren.org

Please be advised local working hours are 8.00 AM to 4.00 PM.

Please allow up to 2 days for a response.

Where the enquiry may have an impact on other parties within the process, Save the Children will notify all other Bidders to maintain a fair and transparent process.

Please do not submit any questions to the email address used for tender submissions – this is a sealed mailbox and questions will not be read or responded to.

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

1. INTRODUCTION TO <<CATEGORY>> AT SAVE THE CHILDREN

Rehabilitation for 6 primary schools in Nugal, Haylaan and Sanaag Regions

2. SPECIFIC REQUIREMENTS

Refer to the BoQ and Design attached.

3. SPECIFICATIONS

Refer to the BoQs and Designs attached.

4. ADDITIONAL INFORMATION

PART 3 – BIDDER RESPONSE DOCUMENT

1. INTRODUCTION

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 5 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

- [Section 1 - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 – Capability Questions](#)
- [Section 4 – Commercial Questions](#)
- [Section 5 – Bidder Submission Checklist](#)
- [Schedule 1 – Terms & Conditions of Bidding](#)

At the end of the Bidder Response Document is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

The Bidder is required to sign a copy of the Check list as part of their submission.

2. INSTRUCTIONS

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Save the Children expects and requires. The guidance provided details the **MINIMUM** requirements expected by Save the Children. If a Bidder wishes to add further information which it believes is relevant, this is acceptable but the additional information should be limited to only items which are relevant to the tender.

- For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
- If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
- If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Save the Children through the using the contact details provided for guidance.

By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.



SECTION 1 – KEY INFORMATION

Instructions – Bidders are required to complete all sections of the below table.

KEY INFORMATION			
Organisation Name			
Please provide details of the primary products/services supplied by your organisation			
Please explain your experience of providing the goods or services requested in this tender document.			
Website address			
Address	Main Address	Registered Address (if different)	Address for Payments (if different)
Company Registration Number		Tax Number if Applicable	
Year of Registration		Country of Registration	
Type of Business (e.g. Manufacturer, Distributor, Contractor)		Primary Country of Operation	
Have you supplied goods or services to SCI previously? If so, please provide a brief summary.			
KEY CONTACT DETAILS			
	Primary Contact	Secondary Contact	Emergency Contact
Name			

Job Title			
Phone / Mobile			
Email			
Address			

OTHER KEY INFORMATION
KEY ROLES & PERSONNEL

Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).	Job Title	Role	E-mail Address

SECTION 2 - ESSENTIAL CRITERIA

Instructions – Bidders are required to complete all sections of the below table.

Item	Question	Bidder Response	
		Yes / No	Comments / Attachments
1	<p>Do your company accept Save the Children's 'Terms and Conditions of Purchase' included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached 'Terms and Conditions of Purchase'?</p> <p>In addition to this, Does your company and your staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded.</p> <p>1) Child Safeguarding Policy 2) Anti-Fraud, Bribery & Corruption Policy 3) Slavery & Human Trafficking Policy 4) IAPG Code of Conduct Conditions of Tendering</p>		
2	Do you have a valid registration/licences from Ministry of commerce?		
3	Do you have tax clearance letter/TIN from Puntland ministry of finance?		

SECTION 3 – CAPABILITY QUESTIONS

Instructions – Bidders are required to complete all sections of the below table.

Item	Question	Bidder Response	
1		Yes / No	Comments



	B) Do you have previous experience in similar works? Yes/No. if yes, please provide/attach contracts		
2	C) Can you provide your financial status for the last 1 year (July 2020- June 2021) as evidence)? Please attach. Provide an official bank statement for the last 1 year. Must show current balance as well.	Yes / No	Comments
3	E) Do you have technical expertise-lead engineer? Yes/No. if yes please attach updated CV of your lead engineer or certificates if applicable.	Yes / No	Comments
4	F)Please provide details of at least 2 client references which Save the Children may contact (preferably NGOs):	Client Name	Contact Details (Name & Email)
		Project Description	
		1)	
	2)		

**SECTION 4 – COMMERCIAL QUESTIONS**

Description	Quantity	Cost Per Unit (US\$)
Rehabilitation of Baq-Baq Primary School in Dangorayo District Nugaal Region	1	
Rehabilitation of Baraagaha Qol Primary School Dhahar/sanaag	1	
Rehabilitation of Burtinle Primary School Burtinle /Nugaal	1	
Rehabilitation of Dawaco Primary school in El-buh Sanaag	1	
Rehabilitation of Horseed Primary School Garow/Nugaal	1	
Rehabilitation of Mubarak Primary Block 1 School Dhahar/Sanaag	1	
Grand Total		

SECTION 5 – BIDDER SUBMISSION CHECKLIST

We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:

No	Section	Please Tick
1.	Section 1 – Key Information	
2.	Section 2 – Essential Criteria	
3.	Section 3 – Capability Questions	
4.	Section 4 – Commercial Questions	

We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:

Section	Required Document / Evidence	Please Tick
Essential Criteria Evidence	Confirmation of the bidder in compliance with the attached terms and conditions in the ITT.	
	Copy of business registration/licences from PL Ministry of commerce	
	Copy of tax clearance/TIN from Ministry of Finance	
Capability Criteria Evidence	Completed Bidder Response Document	
	Supporting Contracts	
	Supporting Financial Documents I.e. Bank statement	
	Lead Engineer CV	
Commercial Criteria Evidence	Completed Bidder Response Document	
	Submitted price for the Rehabilitation for 6 primary schools in Nugal, Haylaan and Sanaag Region as per the detailed BoQs.	
	Quoted Price for the the Rehabilitation for 6 primary schools in Nugal, Haylaan and Sanaag Region in the tender response documents as well as in the BoQs.	

We, the Bidder, hereby confirm we compliance with the following policies and requirements:

Policy	Signature
Conditions of Tendering	
Terms & Conditions of Purchase	
Child Safeguarding Policy	
Anti-Bribery & Corruption Policy	
Human Trafficking & Modern Slavery Policy	
IAPG Code of Conduct	

We confirm that Save the Children may in its consideration of our offer, and subsequently, rely on the statements made herein.

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date

.....

SCHEDULE 1 – TERMS & CONDITIONS OF BIDDING

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) **Potential supplier** - a person or organisation who bids for the tender.
- (c) **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

1. The Contract

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

2. Late tenders

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

3. Correspondence

All communications from Potential suppliers to SCI relating to the tender must be in writing and addressed to the person identified in this Invitation to Tender. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by SCI to all Potential suppliers to ensure fairness in the process.

4. Acceptance of tenders

SCI may, unless the Potential supplier expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCI so wishes. SCI is under no obligation to accept the lowest or any tender.

5. Alternative offer

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

6. Prices

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

7. No reimbursement of tender expenses

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

8. Non-Disclosure and Confidentiality

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

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

9. Award Procedure

SCI's Procurement Committee will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

10. Information and Record Keeping

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

11. Anti-Bribery and Corruption

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

12. Child Protection

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

13. Human Trafficking and Modern Slavery

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

14. Exclusion Criteria

Any Potential supplier is required to confirm in writing that:

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

Any Potential supplier 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.

15. Conflict of Interest / Non Collusion

Any Potential supplier is required to confirm in writing:

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

16. Assignment and novation

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

PART 4 - APPENDICES

Appendix 1 - Terms & Conditions of Purchase

Appendix 2 – Save the Childrens Safeguarding Policy

Appendix 3 – Save the Childrens Anti-Bribery and Corruption Policy

Appendix 4 – Save the Childrens Human Trafficking and Modern Slavery Policy

Appendix 5 – Code of Conduct for IAPG Agencies and Suppliers

APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

[The terms and conditions below are the standard short form term & conditions for Goods or Services. If the Long form Contract or Framework Agreement will be required for Goods or Services, please replace the Terms and Conditions below with the correct long form version]

[This document should be reviewed under local law and amended as necessary]

1 Definitions and Interpretation

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

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

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

3 Compliance and Ethical Standards

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery

(together the “Mandatory Policies”), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

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

3.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

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

4 Delivery / Performance

4.1 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 2010 identified in the Order, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

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

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer’s option, the Supplier shall forthwith re-supply substitute Goods or Services

which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

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

6 Price and Payment

Payment will be made as set out in the contract and the Customer shall be entitled to offset against the price set out in the contract all sums owed to the Customer by the Supplier.

7 Termination

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

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

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

7.3 In the event of termination, all existing 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 procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;

c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;

d) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

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

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

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

10 General

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

10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

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

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

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

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

APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.

6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

Our values and principles

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

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

What we do

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

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

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

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

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

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

14. Hitting or otherwise physically assaulting or physically abusing children.
15. 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.
16. Developing relationships with children which could in any way be deemed exploitative or abusive.
17. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
18. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
19. Behaving physically in a manner which is inappropriate or sexually provocative.
20. 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.

21. Doing things for children of a personal nature that they can do themselves.
22. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
23. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
24. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
25. Spending excessive time alone with children away from others.
26. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

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

What we do

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

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

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

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

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

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

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.

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

f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

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

h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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

You are obliged to:-

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

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

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

APPENDIX 4 – SAVE THE CHILDRENS HUMAN TRAFFICKING & MODERN SLAVERY POLICY

1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

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

2. What is human trafficking and modern slavery?

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

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

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

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

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;

- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

- e. 'Child Slavery', which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
- f. 'Marital and sexual slavery', including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

4. The Commitment we expect from commercial partners

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

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

APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & SUPPLIERS



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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is 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 which systematically violate the human rights of their citizens.

Qualifications to the statement

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

Disclaimer

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