**SAVE THE CHILDREN INTERNATIONAL – SOUTH SUDAN COUNTRY OFFICE**

**INVITATION TO TENDER (SCI/SSD/ITT/2018/018)**

**AIR TRANSPORT SERVICES**

**PART 1: TENDER INFORMATION**

1. **Introduction**

Save the Children (SCI) is the world’s leading independent organisation for children. We work in 120 countries. We save children’s lives; we fight for their rights; we help them fulfill their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives. We have over two million supporters and reach more children than ever before, through programmes in health, nutrition, education, protection and child rights, also in times of humanitarian crises.

For further information, we encourage you to visit our Website: [www.savethechildren.org](http://www.savethechildren.org)

1. **Our Intentions and Goals of the ITT**

To accomplish our goals and objectives, it is anticipated that SCI may enter into single supplier agreement. How and with which Supplier agreements will be entered into will be at the discretion of SCI.

During the ITT period, business will continue as normal from a SCI perspective and it is expected that existing agreements, pricing and service levels will be maintained by existing Service Providers.

* 1. **ITT Goals:**

1. To identify an aircraft to move SCI staff in South Sudan which operates to the highest levels of safety and security
2. To partner with Airfreight service provider that are highly trained and with effective customer service representatives
3. To realize consistencies in reporting, by leveraging a preferred Service Provider
4. To achieve the most economically advantageous tender.
5. To agree, set, and manage the account through a series of standard Key Performance Indicators like

* Shimpment Collection from SCI Warehouse in Juba
* Provision of Estimated & Actual Delivery time
* Delivery in Full And on Time (DIFOT)
* Customer Service Response
* Emergency Movement order receipt Acknowledgment
* First Time Invoice Accuracy
* Flight safety Measures
  1. **Provisional timetable**

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Issue Tender Notice and Invitation to Tender | 26/10/2018 |
| Return of tenders (Closing Date) | 25/11/2018 |
| Tender opening | 26/11/2018 |
| Tender Review Committee | (27-30)/11/2018 |
| Compliance Checks /Assessment /Negotiations | (3-14)/12/2018 |
| Award & "Go-Live" with Supplier | 01/01/2019 |

1. **Description of Service**

**Title: ACMI (WET) LEASE OF AIRCRAFT**

* 1. **Objective:** Provide Air Transport services to SCI South Sudan Country Office.

**2017 flight spent data spent in USD**

*The spend figures provided within this document are inidicative of our historic spend volumes. Historic spending is not always indicative of future spend and should be taken as a guide.*

* 1. **Recipient:** Save the Children International
  2. **Scope of Work**

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| --- | --- | --- |
| a. | Name and address of the Operator, Owner and Operator | To be mentioned by the bidder:  a. Operator :   1. Owner : 2. Operator : |
| b. | Number and Type of Aircraft | 01 (one) aircraft of any type depending on seat configuration **capable of operations into short, unpaved airstrips of less than 700m length.**   * Bidder may offer one or more aircraft   [SCI reserves the right to increase the number of aircraft] |
| c. | Year of Manufacturing | Aircraft **must** be manufactured on 1st October 1998 or later |
| d. | MSN & Registration Number of the Aircraft | Bidder **must** provide MSN & Registration Number of the offered aircraft |
| d. | Nature of Lease | ACMI (Aircraft, Crew, Maintenance and Insurance) |
| e. | Lease Term and commencement of lease | 12 (twelve) months lease, commencing from early  01/01/2019 |
| f. | Seat Configuration | Aircraft **must** have minimum 19 seats for passengers in one class configuration |
| g. | Operational Capability | Aircraft **must** be capable of flying direct between JUBA and JKIA without any load penalty taking into consideration of Passenger Weight & Baggage. The operator should confirm the maximum payload capacity. |
| h. | Owner’s Authorization | If the bidder/operator is not the owner of the aircraft, then owner’s authorization for leasing the aircraft **must** be provided along with the Proposal/Offer.  The Responder is required to provide EITHER a copy of a lease agreement between the Responder and the party from which it intends to lease the aircraft OR a written undertaking from the Lessor addressed to the Charterer that should the Responder be awarded the contract, the Lessor would lease the aircraft to the Responder. Either the lease agreement OR the written undertaking shall be submitted together with the RFO as per stipulated deadline. |
| i. | Heavy Maintenance Check | Heavy Maintenance check or C and D-Check **must not** fall due in the offered aircraft during the lease term |
| j. | Air Operators Certificate (AOC) and OpSpecs | Valid AOC and OpSpecs of the Operator **must** be provided along with the Offer for ACMI lease operation |
| k. | ICAO | |  | | --- | | **Carrier Provide** the line maintenance base requirements including the number/amount of spare parts you consider the minimum necessary vis-à-vis the proposed operation.  **Carrier Provide** plan for recovery of aircraft rendered unserviceable as a result of major component failures.  **Carrier Indicate availability of stretcher(s) and possibility of patient transportation** **(MEDEVAC/CASEVAC)**.  **Aircraft should have field self-start capability.** | | **Please note further equipment requirements including and not limited to a serviceable ACAS class II, TAWS class A, Weather Radar, dual GPS, Digital FDR, ELT 406, single HF, Satellite-based tracking system transmitting every 3 minutes and Satellite Phone**  **For single engine aircraft, aircraft must be equipped with Electronic Engine Condition Trend Monitoring system.**  **In addition all aircraft must be equipped as per regulations of country of Registry, Country of Operation, UNAVSTADs, and not lower than as indicated in ICAO Annex 6 for the category of aircraft offered.** | |

# TECHNICAL INFORMATION

Detailed technical information of the Aircraft are to be provided as per **Annex-I**. The bidders should provide following information on the offered aircraft along with the proposal/offer:

|  |  |
| --- | --- |
| a. | Aircraft Type & Series |
| b. | Manufacturer Serial Number (MSN), Year of Manufacture, Registration Number and Country of Registration |
| c. | Engine Type/Rating |
| d. | Range (with full payload) |
| e. | [**Maximum takeoff weight**](https://en.wikipedia.org/wiki/Maximum_takeoff_weight) **(**MTOW), Maximum Landing **Weight (**MLW), Maximum zero **fuel weigh (**MZFW), Operating empty **weight (** OEW), Basic Weight, Payload, Fuel Capacity |
| f. | Seat Configuration with LOPA |
| g. | Fuel burn per Block Hour on DAC-JED, DAC-RUH, DAC-KUL sectors with full payload (passenger weight with baggage is 120 kg). |
| h. | Detail Life Status:  Total Airframe Hours (TSN)  Total Airframe Cycle (CSN)  Engine with Serial Number  Landing Gears  APU |
| i. | Details of the In-flight Video Entertainment Systems |
| j. | Maintenance Status:  Last „C‟ check performed on / at (Agency)  Last „D‟ check performed on / at (Agency)  Hours/Cycles logged since „D‟ check  Next „C‟ and HMV/D-check due on  Mandatory modifications status on aircraft and engines  Details of accidents / incidents, if any, and repairs carried out |
| k. | * Name and address of the Current Operator * Previous Operator (immediate before the current operator) |
| l. | Number and size of pallets/container (FWD cargo & AFT cargo) |
| m. | Cargo Compartment Configuration/ Capacity  Fwd – no. of LD3s / in cu. ft.   * Aft – no. of LD3s / in cu. ft. * Bulk - in cu. ft. |
| n | **Flight Crew –** Qualifications/Experience. Crew will be trained and experienced in accordance with Company, National regulations and/or ICAO annex 1 but not lower than as per UNAVSTADs.  *NB: PIC with less than 3 months experience of operational area shall perform at least 10 hours or 5 landings under supervision of and certified by company check pilot, before acting as PIC.*    **Flight Crew - Flight Time Limitation.** The AOC Holder Operations Manual shall establish flight time and flight duty time period limitations for flight crews and make provisions for adequate rest in accordance with the appropriate national regulations. The AOC holder shall also establish a system to manage the risks associated with flight crew fatigue. |

# 3.3.2 OPERATION AND MAINTENANCE OF THE AIRCRAFT

* The chartered aircraft shall be under the operational control of the Carrier at all times and the Carrier shall be unmistakably responsible for the safe and efficient conduct of the flight at all times. This responsibility shall include but is not be limited to ensuring that:
  + The aircraft assigned for the task is in an airworthy condition and able to undertake the task safely and effectively;
  + The crew assigned to the aircraft is suitably qualified and experienced to be able to undertake the task safely and effectively;
  + The operational and environmental risks in respect to the task has been adequately analysed and considered well within the capabilities of the crew and aircraft; and
  + Except in an emergency, regulations regarding crew-duty time are strictly complied with.
* The operator will be responsible for operation and maintenance of the aircraft under ACMI lease conditions.
* Juba will be the base of operation.
* The aircraft will be predominantly operated on Juba-Local South Sudan Airstrips route for transportation of SCI Staff and visitors.
* The aircraft may also be operated to Juba-JKIA- Nairobi-Kampala international destinations in the East Africa.

# 3.3.3 PROVISION FOR SPARES AND TOOLS

The Operator will be required to make provision for adequate spares/tools/consumables/ LRUs/rotables at SCI’s base station i.e., Juba for smooth operation of the aircraft during the lease term.

# 3.3.4 GALLEY AND SERVICE EQUIPMENT

Each aircraft shall have following Galley facilities and arrangements:

1. 02 (two) ship sets Galley Equipment and Inserts including Oven (with Inserts), Hot Cups/Coffee Maker, Hot Jugs, etc.
2. 04 (four) ship sets of Service Trays (50% 2/3 and 50% 1/2 trays) shall have to be provided.

# 3.3.5 PROVISION OF CREW

The Operator shall provide the minimum number of crewmembers, both Cabin and Pilot crew, to ensure maximum operational performance in strict compliance with applicable air transport regulations. The operator will state the number of crew members to be rostered onto this service contract

* The cost of Crew Accommodation, Meals and Transport while aircraft is in Juba should be quoted separately as a monthly lump sum and should not be included in the MGH rate.
* Please provide cost breakdown (itemized) of the monthly lump sum (cost for the accommodation, cost for the meals and cost for the transportation).

SCI may provide any or all of the above while the aircraft is in Juba may it be found to be economical.

* The cost should be all-inclusive together with Pilots/ Crew Accommodation, transport & their insurance in Juba, **exclusive** of landing permission fees.

# 3.3.6 AIRCRAFT INSPECTION

Prior to finalization of the lease contract, the aircraft will be subject to an Acceptance into Operational Service (AOSI) which will be conducted only if all permits for aircraft and crew to operate within South Sudan are issued by local authorities

# 3.3.7 AOG (AIRCRAFT ON GROUND) CONDITION

1. In case of AOG, the Operator shall undertake all necessary measures to make the aircraft operational at the earliest.
2. **Aircraft Availability.** The Carrier undertakes to ensure that the aircraft shall be Serviceable and Mission Ready (SMR) at all times except for Allowable Down-Time (ADT) which shall be the time stipulated for regular maintenance in accordance with the Manufacturer’s/carrier approved Maintenance Schedule for the aircraft type of regular maintenance applicable for the aircraft make and model not exceeding five (5) days per calendar month. The 5 days shall not be carried forward. In the case of non-availability of aircraft beyond 5 days in a month, Carrier will be penalized for loss of service based on daily minimum guaranteed hours prorated from monthly contracted hours, less calendar allowed maintenance downtime.

1. **Cancellations of Flights/Tasks for Reason of Safety**. The Carrier may cancel, delay or abort a flight should the Pilot-in-Command, for reasons of safety of the aircraft, its passengers and crew, decide to do so. A report of the circumstances leading to the cancellation or delay shall be submitted to the Charterer immediately.
2. **Non-Mission Ready (NMR**). The aircraft is not available for tasking by the Charterer during contract period, except for 5 days allowed in contract for maintenance per calendar month, for reasons within the control of the operator including but not limited to crew availability, maintenance, insurance and/or clearances which the operator is required to obtain. The formula used for the purpose of recovery of loss of service incurred by Charterer due to NMR shall be:

*Monthly Minimum Guaranteed Hours X NMR = Deductible Hours from MGH Calendar days - (5 days allowed downtime)*

***NB****: NMR Hours shall be deducted from the Minimum Guarantee Hours for the contract period*

1. The Lessee will not make any payment of rentals for the grounding period. Hours lost for grounding of the aircraft shall be deducted from the Minimum Guaranteed Hours.

# 3.3.8 AIRCRAFT DELIVERY AND REDELIVERY LOCATION

Positioning/DE positioning from and to Operator’s main base of operation, to be quoted as number of hours to be flown plus an estimation of incidentals (fuel, Nav, Landing, HOTAC) for the ferry flight (two options to be provided)

3.3.9 Bidder is required to agree on the following:

1. Fuel policy and selection of alternate Airports.

1. Daily Flight Tasking should be coordinated with and approved by SCI operations director.

1. Refueling should be endorsed by SCI representative – Operation Director or delegate-Head of Supply Chain as per approved Daily Flight Tasking.
2. Operator will strictly follow the economy route of a flight given by SCI flight Operations manager and rerouting of that flight may be executed at the discretion of Pilot in Command (PIC) but the reason of rerouting of the flight by PIC will be mentioned in the debrief.
3. Operator will provide soft copy of flight planning data (Dry Operating Weight, ZFW, and TOW to Operation Director or delegate-Head of Supply Chain (Route and fuel) of SCI.
4. Copies of all post flight documents ( such as Load Sheet, Aircraft Flight Log page, Master Flight Plan with actual TOW, ZFW, Landing Weight, Block Fuel on departure and arrival, Debrief Report, Weather information, Prognostic Chart, and NOTAMS) to be sent to Operation Director or delegate-Head of Supply Chain (Route and fuel) of SCI after each flight within 3 (three) days.

# 3.3.10 ADDITIONAL REQUIREMENT

1. The Bidder is to mention the name of alternate airport(s) for Kenya and Uganda points. However, the matter will be finalized during contract negotiation.
2. Expected operational imitations:

Security Risks

High Temperature

Tropical Weather Conditions

Low visibility

Long operational days

Limited fuel availability

Limited navigation aids

Short and unpaved airstrips

# 3.3.11 FINANCIAL TERMS AND CONDITIONS

# a. Lease Rental

* The ACMI rate per Block Hours (BH) **must** be quoted in US Dollars.

* ACMI rate should include Crew Hotel accommodation, Crew per Diem, ground transportation and other associated cost of Operator’s Crew and Personnel.

* Bidder should also quote Lease Rental per BH in excess of Minimum Guaranteed Hours.

b. Minimum Guaranteed Hours

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The charter rates shall be quoted as an hourly rate specifically for minimum guaranteed hours and hourly rate specifically for optional additional hours. In both cases, the hourly rate shall include:

1. Aircraft. Provision of a fully serviceable aircraft with a Civil Type Certificate consistent with the definition of airworthiness by ICAO and the State of the Operator, and certified in the Civil Public Transport Category.
2. Crew, Crew Cost and Benefits. All cost for provision of professionally licensed and experienced flight and technical crew and support staff, including but not limited to permits, professional fees, salaries, allowances and benefits including expenses for crew change and rotation. Except where otherwise stated in the Statement of Requirements (Serial i), crew cost shall also include, accommodation, meals and ground transportation (AMT). Where AMT cost is quoted separately in the RFO (Carriers Offer, Serial 10), the Charterer reserves the right to EITHER negotiate/accept the Carrier’s costs quoted OR to provide AMT in whole or in part at the Charterer’s expense. Where the Carrier pays the AMT or any part thereof, the Charterer shall be invoiced by the Carrier at cost in US$. At least one flight crewmember shall be capable of communicating in English. Carrier also to provide suitably qualified, English speaking Flight Operations Officer to undertake Carrier’s operational control functions.
3. Maintenance. Provision of labor, parts, spares, equipment, freight, taxes and duties (where the Charterer is unable to assist in securing exemption from such taxes and duties) including all cost related to the positioning, repositioning, relocation of aircraft, personnel and equipment for maintenance shall be borne by the Carrier.

# c. Insurance

The Operator shall be responsible for Aircraft Hull and Third Party Liability Insurance during the lease period. Passenger, baggage and cargo liability insurance will be at SCI’s responsibility.

The chartered aircraft shall have a cover for its liabilities which shall, inter-alia consist of a comprehensive third-party liability insurance, including passenger legal liability, sufficient to cover all persons and cargo authorized by the SCI to be transported on the Aircraft, and protecting the SCI and the Charterer against claims for death or bodily injury and damage to property for a combined minimum of USD 50,000,000.00 (United States Dollars Fifty Million) per occurrence.

Notwithstanding the generality of the foregoing or the combined minimum limit of USD 50,000,000.00 per occurrence, such insurance shall be sufficient to cover, at a minimum, passenger liability for death or bodily injury of SDRs 1,000,000.00, out of which SDR 113,100.00 as a strict liability and immediate payment, in line with the Montreal convention.

In addition, the chartered aircraft Carrier shall also obtain insurance coverage for Hull War Risk and War Risk liability insurance, including third-party liability, for a minimum amount of USD 50,000,000.00 based on endorsement “AVN52E” as of 1 January 2002, or its equivalent in the insurance marketplace, including hijacking and confiscation (Additional War Risk insurance shall be quoted and invoiced separately); full Hull insurance including all risk covering the aircraft while in flight or on the ground; and Worker’s compensation insurance or the applicable equivalent.

The chartered aircraft Carrier shall include the following minimum policy requirements in all insurance policies relevant to its performance/operations arising out of this contract:

* Name the SCI as additional insured on all insurance policies (except Workers Compensation/Employers Liability policy). In addition, liability policies shall contain cross liability clauses.
* Include a waiver of subrogation of the Carrier’s insurers’ rights against SCI. Furthermore, the Carrier’s insurers shall also waive their rights to any set-off or counter claim or any other deduction, whether by attachment or otherwise, in respect of any liability to or on behalf of the additional insured.
* Include provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to SCI.
* Include provision for breach of warranty indicating that coverage for all insurance policies required by this Agreement will not be invalidated by any action or inaction by SCI.
* Provide that SCI shall receive thirty (30) days’ written notice from the insurance carrier, underwriter, or provider prior to any cancellation or change of insurance coverage provided under the insurance policy or policies concerned.
* The Carrier shall be responsible to fund all amounts within any policy deductible or retention.

# d. Taxes

Any and all applicable taxes outside South Sudan in connection with the leased aircraft shall have to be borne by the Operator.

# e. Costs/fees

Save the Children International-SCI South Sudan office will not be responsible for any costs not specifically stated or not arising directly out of SCI South Sudan office use or possession of the aircraft.

# 3.3.12 NEGOTIATION

Save the Children International-SCI South Sudan office will only enter negotiation and sign a charter agreement with the AOC holding company. Any and all financial arrangements between broker and aircraft operator must be arranged between those two parties separately. SCI will not provide any financial consideration to brokers.

**3.3.13 VALIDITY OF PROPOSAL/OFFER**

The proposal/offer should remain valid for 90 (ninety) days from the date of opening.

# 3.3.14 GENERAL TERMS AND CONDITION

1. **Non-compliance of any condition in the RFP schedule where the word “must” have been used will render the proposal/offer as non-responsive**.

1. No unsolicited paper/document/information/approach will be entertained at any level. Bidders are requested to comply with the stipulated terms and conditions of the RFP Schedule, failing which the proposal/offer may be rejected at the option of the Lessee.

1. For technically qualified Proposals/Offers, the cost per seat will be the criteria for financial evaluation in determining the lowest bidder.

1. Save the Children International-SCI South Sudan office reserves the right to accept or reject any or all proposal(s)/offer(s) at any time and/or at any stage without assigning any reason and no claim shall be acceptable in this regard.
2. **Tickets and Manifests/Airway Bills:**  The Carrier shall issue tickets for each passenger and air waybills (AWB)/Manifests for cargo carried in accordance with the Warsaw Convention. The issue of tickets to passengers shall be based on the Approved Reservation List provided by the Charterer. Upon mutual agreement in writing, the Carrier may nominate the Charterer as his agent for the purpose of issuing tickets and AWB/Manifest subject to the Carrier retaining all responsibility and holding the Charterer blameless for any liabilities. All passenger tickets shall bear the text that states; *“the Carrier has liability of at least SDR 1,000,000.00, out of which SDR 113,100.00, as a strict liability and immediate payment, in line with the Montreal convention, for damages arising from the death or bodily injury of a passenger caused on board the aircraft or in the course of any of the operations of embarking or disembarking, with no possibility to exclude or limit such liability”.*
3. **“Special to aircraft type” ground support equipment** such as a towing arm/bar and cargo-restraining nets is required to be provided by the Carrier for each aircraft type.
4. **Each aircraft** to possess one complete set of maps, navigation and approach/departure charts and En-Route supplements for all countries within and around the area of operation.
5. **Crew composition** will be as per manufacture/state of Operator certification or as per Charterer’s requirement (whichever is more restrictive). Crew shall be suitably qualified in aircraft type, familiar with working environment for each specific task or mission and competent in both spoken and written English.
6. **Indemnification-** The Carrier shall, at its sole cost and expense, indemnify, hold and save harmless, and defend the SCI, its officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys’ fees, settlement payments, damages, and all other related costs and expenses, based on, arising out of, related to, or in connection with any acts or omissions of the Carrier, or any personnel, employees, agents, servants, officials, sub-contractors, or representatives of the Carrier in the performance of any services under this Agreement, as well as any liability whatsoever arising out of, or related to, the ownership or operation of Aircraft under this Agreement or the provision of any Aircraft that may have been rendered unsafe for any reason, including, but not limited to, defects in manufacture, or otherwise arising out of, or related to, the operation or maintenance of the Aircraft, or any certification or lack thereof, or arising out of, or related to, the breach of any warranty or representation set forth in this Agreement, annexed hereto or incorporated herein by reference. This provision shall extend, inter alia, to claims and liability in the nature of worker compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Carrier, or any personnel, employees, agents, servants, officials, sub-contractors, or representatives of the Carrier. The Carrier shall be obligated, at its sole expense, to defend the Save the Children and its officials, agents, servants and employees, pursuant to this Article, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability. The obligations under this Article shall survive expiration or termination of this Agreement.

Save the Chidren shall promptly advise the Carrier about any such suits proceedings, claims, demands, losses or liability after receiving any notice thereof, and shall reasonably cooperate with the Carrier, at the Carrier’s sole cost and expense, in the defence or settlement thereof, subject to the privileges and immunities of the SCI. The Carrier shall have sole control of the defence of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defence of the privileges and immunities of the SCI or any matter relating thereto. SCI shall have the right to be represented in any suit or proceeding, at its own expense, by independent counsel of the SCI’s own choosing.

The Carrier further agrees to indemnify and save harmless the SCI from any and all claims for damage to Aircraft or other property of the Carrier provided in furtherance of this Agreement, including, but not limited to, damage caused by any acts or omissions of the SCI, its officials, agents, servants and employees, except for claims based on gross negligence.

* 1. **Output**

Quality and satisfactory air transport solution within South Sudan Country office.

* 1. **Methodology**
     1. The Service provider shall confirm and provide the requested services upon signing of a Purchase Order from Save the Children.
  2. **Reporting and Save the Children Co-ordination:**
     1. For any questions, administrative or contract matters, you can reach us through e-mail at [juba.procurement@savethechildren.org](mailto:juba.procurement@savethechildren.org)
  3. **Timing** 
     1. The Service provision shall be effective immediately the contract is signed.
     2. The contract shall last for an initial period of 1 (one) Year.
     3. The service provider shall commit to respond to requests within 24 hours by signing and returning a Purchase Order to Save the Children offices.

1. **Conditions for ITT Participation**

All responses and supporting documentation shall become the property of SCI and will not be returned. SCI ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to SCI regarding this ITT:

* Neither issuance of this ITT nor receipt of proposal represents a commitment on the part of SCI or any office within the SCI Partnership.
* SCI will not be responsible for, or in any way liable for, any costs incurred by Service Providers in the preparation of any responses or presentations relating to this ITT

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

1. **Required Response**

Prospective Service Providers must 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 SCI business. You can use a separate sheet to comprehensively provide answers to the questions.

1. **Award criteria**

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

a) ESSENTIAL CRITERIA- **MUST TO BE MET FOR A BIDDER TO BE CONSIDERED IN COMMERCIAL AND CAPABILITY EVALUATION**

Bidders must meet the following criteria or they will be excluded from the next stage of evaluation:

* Bidder meets required specification for the products in this category as described in **3.31, 3.3.2**.
* 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.
* Bidder’s registration in country (Certificate of registration /incorporation, Tax compliance, VAT, Business Permit or relevant membership).
* Supplier is not on any government blacklisting, SCI suspended list or prohibited parties

b) COMMERCIAL CRITERIA- 40 %

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

* + Bidder’s prices demonstrate an economically advantageous position for Save the Children
  + The total estimated cost of the provision of the minimum guaranteed hours at a full payload
* Willing to fix the prices for 12 months
  + Bidder provides satisfactory client reference /recommendation letters or 3 (three) copies of NGO Purchase Orders /Contracts in the same category.

c) CAPABILITY CRITERIA-60%

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

* Bidder demonstrates unique selling points and additional benefits or services that are of value to Save the Children.
* Quality and certification of Bidder’s products
* The financial sustainability of Bidder
* Dealership certification or agency licence (where applicable)

|  |  |  |  |
| --- | --- | --- | --- |
| **Example Sub-Criteria** | **Weight** | **Capability  Criteria** (Break down of each weightages/scoring criteria) | **% Weight** |
| **Quality / Service** | **25%** | If bidder provides IATA certificate for quoted aircraft- yes 5 points; no 0 point | 5% |
| Insurance:  Aircraft Hull and Third Party Liability Insurance>50 Million USD- 5 points; < 50M USD 0 points  Hull War Risk and War Risk liability insurance, including third-party liability (based on endorsement “AVN52E” as of 1 January 2002) >50 Million USD- 5 points; < 50M USD 0 points | 10% |
| Crew composition & qualification  Qualifications/Experience. Crew meets  ICAO annex 1 but not lower than as per UNAVSTADs.- 10 points | 5% |
| STAL capability(**capable of operations into short, unpaved airstrips of less than 700m length) – 5 points** | 5% |
| **Capacity** | **35%** | If bidder is able to provide service for collection of Cargo/Passengers from SCI Warehouse/Office in Juba ( Yes Gets 2, No Gets 0) | 2% |
| If bidder is able to provide aircraft on ACMI basis with cargo loading & Offloading at Juba Airport (Yes Gets 5 Point, No gets 0 points) | 5% |
| If Service provider will be able to provide evacuation flights within South Sudan  in complex environment (Yes gets 5 Points & No gets 0 points) | 5% |
| Bidder is able to Provide previous 6 months Bank Statement (Yes gets 2 Points; No Gets 0 Points) | 2% |
| If Bidder has been audited for the previous year . (If Yes, So Audit Report Shall be provided and supplier gets 6 Points, If supplier is unable to provide then gets 0 Points) | 6% |
| Minimum no of days air craft is on ground- AOG- (below 5 days ideal, or offer of replacement when hired craft is on AOG) | 5% |
| Last D check maintenance- next D check should not fall within the contract period- 5 points; or  Next D check maintenance falling within the contract period and carrier offer of replacement when hired craft is on ‘D’ check maintenance- 5 points | 5% |
| Last C check maintenance- if falls within the contract period, offer of replacement when hired craft is on ‘C’ check maintenance- 5 points | 5% |
| **Total** | **60%** | **Resulting Weighted % Point Scores (Capability)** | **60%** |

**PART 2: CONDITIONS OF TENDERING**

1. **Definitions**

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

(a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Bidder** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

(d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

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

(f) **Invitation to Tender** - the Tender Information, these Conditions, SCI’s Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.

(g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

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

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

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.

1. **Late tenders**

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

1. **Correspondence**

All communications from Bidders to SCI relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

1. **Acceptance of tenders**

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

* 1. Select the offer that will most benefit the Charterer; and
  2. Extend the deadline of the RfO and include other offers where the offers presented at the time of the deadline do not serve the interests of the Charterer.
  3. Contract will be awarded based on carrier contract performance (for Carrier/s previously contracted) and safety compliance best value offer.

1. **Alternative offer**

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

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **Non-Disclosure and Confidentiality**

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

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

1. **Award Procedure**

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

1. **Information and Record Keeping**

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

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **Human Trafficking and Modern Slavery**

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

1. **Exclusion Criteria**

Any Bidder is required to confirm in writing that:

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

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

1. **Conflict of Interest / Non Collusion**

Any Bidder is required to confirm in writing:

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

1. **Assignment and novation**

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

**PART 3: TERMS AND CONDITIONS OF PURCHASE**

1 **Definitions and Interpretation**

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

2 **Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

a) correspond with their description in the Order and any applicable specification;

b) comply with all applicable statutory and regulatory requirements;

c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;

d) be free from defects in design, material, workmanship and installation; and

e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

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

3 **Compliance and Ethical Standards**

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation’s international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the “Mandatory Policies”), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

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

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

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

4 **Delivery / Performance**

4.1 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 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 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 authorizations and all authorizations 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 authorization.

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

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

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

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

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

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

**PART 4: SAVE THE CHILDREN’S CHILD SAFEGUARDING POLICY**

**Our values and principles**

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

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

**What we do**

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

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

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimize 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 defense.
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.

1. Condoning, or participating in, behavior of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

**PART 5:** **SAVE THE CHILDREN’S ANTI-BRIBERY AND CORRUPTION POLICY**

**Our values and principles**

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

**What we do**

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

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

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimize 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, protect assets, and identifying cases of bribery and corruption.

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

* 1. Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
  2. Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual’s conduct in any way.
  3. Receiving or Paying a so-called ‘Grease’ or ‘Facilitation’ payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
  4. Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
  5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
  6. Receiving a so-called ‘Kickback’ Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
  7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
  8. Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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

You are obliged to:-

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

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

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

**PART 6:** **SAVE THE CHILDREN’S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY**

**1. Our values and principles**

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

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

**2. What is human trafficking and modern slavery?**

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

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

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

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

* + UK Modern Slavery Act 2015 (see above);
  + US Trafficking Victims Protection Act 2000;
  + USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
  + International Labour Standards on Child Labour and Forced Labour.

**3. Our approach to preventing human trafficking and modern slavery**

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

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

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

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

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

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

1. **'Chattel slavery'**, in which one person owns another person.
2. **‘Bonded labour’ or ‘debt bondage’,** which iswhen 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.
3. **‘Serfdom’,** which is when a person has to live and work for another on the other's land.
4. **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.
5. **‘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.
6. **‘Marital and sexual slavery’,** including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

**4. The commitment we expect from commercial partners**

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

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



**PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

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

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

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

**Qualifications to the statement**

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

**Disclaimer**

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