

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

**BANGLADESH COUNTRY OFFICE  
OCTOBER 29, 2020**

**Framework Agreement for Air Ticket Service**



**Date:** October 29, 2020  
**Invitation to Tender (ITT) Reference No:** IFT/SCI/BDCO/FY-20/(Manual)/08

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of Air Ticket Service. 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 02:00 PM on November 19, 2020 (All the date & times are in Bangladesh Standard Time) 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](#).

Interested bidders are requested to participate in the Pre-Bid Meeting on November 12, 2020 at 10:00 AM

**For Participation in the meeting Please login ZOOM using this details: Join Zoom Meeting**

**<https://zoom.us/j/95192189112?pwd=VzJ2ajNuVXdPWGE0S21kY2pvTFRKdz09>**

Meeting ID: 951 9218 9112

Passcode: 177791

Meeting minutes will be circulated within November 15, 2020 at <http://procurement.scibd.info/>

Queries should be directed to: [Prasenjit.Acharjee@savethechildren.org](mailto:Prasenjit.Acharjee@savethechildren.org) Or [Mizanul.islam@savethechildren.org](mailto:Mizanul.islam@savethechildren.org)

We look forward to receiving your response.

Mizanul Islam

Sr. Manager - Procurement & Supply Chain

Invitation to tender

Mizanul Islam  

October 29, 2020

## PART I – INVITATION TO TENDER

### I. 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](http://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
<b>Country</b>	Bangladesh Country Office
<b>Description of goods or services</b>	Framework Agreement for Air Ticket Service
<b>Duration</b>	The framework agreement will be initially for Two (2) years with the possibility of renewal for next year based on satisfactory performance evaluation of each year
<b>Agreement Type</b>	SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a 'Framework Agreement or FWA'. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.

## 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.

### 3.1 ESSENTIAL CRITERIA

These are criteria which bidders **must** meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process. This criteria is scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

<b>Essential Criteria</b>	<p>The bidder shall possess the following qualification:</p> <p>Bidders/Organizations must provide information and documentary evidences to establish that they have:</p> <p>Bidders <b>must</b> meet the following criteria:</p> <ol style="list-style-type: none"> <li>a. Updated legal documents: Copy of updated Trade License, TIN Certificate and Business Identification Number (BIN) or VAT registration.</li> <li>b. Legal establishment for a minimum of five years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.</li> <li>c. Minimum 5 years of experience for similar type of and services to renowned companies and supporting Work Orders/Experience certificate/Agreement (i.e. MNC, UN, INGOs, Bank/Financial Institutions/GoB/Reputed organization) need to submit.</li> <li>d. Suppliers/Vendors are not any prohibited parties or on Government debar/Blacklisting by any organization.</li> <li>e. Compliance with our Mandatory Policy</li> <li>f. Accredited IATA Travel Agency duly licensed in the country</li> </ol> <p>Note: Supporting documents need to be submit along with tender documents</p>
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### 3.2 CAPABILITY CRITERIA

These are criteria will used to evaluate the bidders ability, skill and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Capability Criteria, which will have been created by a committee of representatives from SCI.

Sl. no	Technical Evaluation criteria (Minimum criteria for full mark; others less than minimum will get proportionate marking)	Assigned score
1.	<b>Organization Profile</b> (Number of office and staff)	20
2	<b>Member and Accredited</b> (5 or above – 20; 2-4 – 10; 1 – 5)	20
3	<b>Registered with Airlines / Embassy for Visa processing</b> ( 5 or above – 20; 2-4 – 10; 1 – 5)	20
4	<b>Onsite Support desk</b> (Free of Cost – 10 , With Cost -5)	10
5	<b>Client List/Organization Reference:</b> (Minimum 5 Organization) I. Banks & Financial Institutions, II. Multinational Companies III. International Development Organizations/NGOs IV. Reputed Group of Companies (Agreement/Contract/Purchase Order of Client or Client list with contact detail should be provided)	10
6	<b>Financial turnover/Contracts</b> (Average Financial turnover should be 20 million in BDT over last 2 years. Audit report of last 2 financial years of the organization or List of purchase order amounting/Bidders declaration of Turnover amount in Letter Head)	20
	<b>Total</b>	<b>100</b>

### 3.3 COMMERCIAL CRITERIA

These criteria will be used to evaluate the commercial competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Commercial Criteria, which have been created by a committee of representatives from SCI.

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for 40%. The Capability Criteria will account for 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	October 29, 2020
Pre-Proposal Meeting	November 12, 2020
Deadline for questions from Bidders	November 12, 2020
Circulation of Pre-Proposal Meeting Minutes	November 15, 2020
Deadline for Return of Bids	November 19, 2020
Bid Clarifications	November 20,2020- December 10, 2020
Award Contact	December 15, 2020
Mobilisation	December 16-30, 2020
Go Live	January 01, 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 should be submitted by hard copy:

### Paper Submission

- Two hard copies of bid submitted on letter headed paper
  - Bids to be submitted to House# CWN (A) 35, Road # 43, Gulshan-2, Dhaka-1212
  - Bids should be submitted in a single sealed envelope addressed to Sr. Manager, Procurement and Supply Chain.
  - The envelope should clearly indicate the Invitation to tender reference number (IFT/SCI/BDCO/FY-20/(Manual)/08), 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, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

**Note:** Bidders must submit all the scanned copy of the bid documents in a CD/DVD with the bid documents, in case of any dissimilarity between softcopy & hard copy, Hard copy will be considered as final documents.

## 6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later no later than 02:00 PM of November 19, 2020 (All the date & times are in Bangladesh Standard Time). 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.

**Mizanul Islam**

Sr. Manager - Procurement & Supply Chain

**Save the Children**

House CWN (A) 35, Road 43, Gulshan 2, Dhaka 1212, Bangladesh

E-mail: [Mizanul.islam@savethechildren.org](mailto:Mizanul.islam@savethechildren.org)

Or,

**Prasenjit Acharjee**

Senior Officer - Strategic Sourcing, Procurement & Supply Chain

**Save the Children**

House CWN (A) 35, Road 43, Gulshan 2, Dhaka 1212, Bangladesh

E-mail: [Prasenjit.Acharjee@savethechildren.org](mailto:Prasenjit.Acharjee@savethechildren.org)

Please be advised local working hours are 08:30 to 16:30 Hrs (Friday & Saturday is weekend for us).

Please allow up to 02 working 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

### I. INTRODUCTION TO AIR TICKET SERVICE AT SAVE THE CHILDREN

Save the Children is undertaking a solicitation of bid proposal from Travel Agencies who are interested to provide various travel management services regularly required by the SCI and other SCI project office in Bangladesh. All management and administrative products, current and emerging, which assist in the support of the authorized travel, fall within the scope of the proposal. The successful bidder shall be contracted for this purpose for an initial period of two (2) years. SCI Bangladesh Country Office wishes to sign a Long Term Agreement with Travel Agency, for the provision of purchasing airline tickets at the local and international level, as well as other related services.

In order to obtain the best price, quality and range of services available from a Travel Agency, Save the Children (SCI) wishes to enter into a contract with a Travel Agency for all its travel management services. Travel, as referred to in the TOR, shall apply to journeys requested by SCI and SCI projects from one place to another for official business purposes. These official purposes include, but need not be limited to, the following:

- Official meetings and various events;
- Appointment and repatriation of staff and family members;
- Home leaves, emergency travels, educational leaves and medical/security evacuations
- Visit to project sites, by SCI staff, Government and counterparts or other entities

### 2. SPECIFIC REQUIREMENTS

The travel agency shall provide full, prompt, accurate and expert international and national travel products and services to Save the Children. The products and services include, but not limited to, the following:

#### 1) Reservation and Ticketing

- For every duly approved Travel Authorization, travel agency shall immediately make bookings, advise visa requirement and prepare appropriate itineraries and formal quotation based on the lowest fare and the most direct and convenient routing; if reservations made by the travel agency are not at the lowest available rate allowed at the time of ticketing as identified by market testing, the travel agency shall refund the difference to the SCI.
- In the event of loss, travel agency shall immediately replace airline tickets;
- In the event that required travel arrangements cannot be confirmed, the travel agency shall notify the relevant focal point of the problem and present alternative routings/quotations for considerations;
- For wait-listed bookings, the travel agency shall provide regular daily feedback on the status of the flight;
- The travel agency shall reconfirm and revalidate airline tickets, re-issue tickets which are returned as a result of changed routing or fare structures and printed itineraries;
- The travel agency shall promptly issue and deliver accurately printed tickets and detailed itineraries, (in printed and electronic format) showing the accurate status of the airline on all segments of the journey;
- The travel agency shall accurately advise the relevant focal point of the ticketing deadlines and other relevant information every time reservations are made, in order to avoid cancellations of bookings;
- The travel agency shall provide information on airline schedules;

#### 2) Airfares and Airlines Routings / Itineraries

- The travel agency shall propose fares/airline routings and guarantee that it shall obtain the lowest available airfare for the journey concerned. Such journeys shall be the most direct and economic routing;
- The travel agency may be requested to provide business class tickets where the travel time exceeds nine (9) hours in duration with a maximum four (4) hours break between flight segments;
- The travel agency shall ensure that tickets issued are in accordance with entitlements prescribed in SCI Travel Authorizations;
- The travel agency shall assist SCI focal point in negotiating with airlines on preferred fare conditions, such as ticketing deadlines to be as flexible as possible (i.e. until the date of commencement of particular travel); and
- The travel agency shall advise SCI responsible officer of market practices and trends that could result in further savings for them, including the use of corporate travel booking tools with automated travel policy compliance and enforcement, and travel management reporting.

### **3) Travel Information / Advisories**

- The travel agency shall provide quick reference for requested destinations;
- The travel agency shall provide travelers with a complete automated itinerary document to include carrier(s), flight and voyage numbers, departure and arrival times for each segment of the trip, tax exempt information, etc.;
- The travel agency shall inform travelers, upon booking confirmation, of flight/ticket restrictions, involuntary stop-overs, hidden stops, and other inconveniences of the itinerary and provide required documentation for travels;
- The travel agency shall provide travelers with online and offline relevant information on official destinations, i.e. visa requirements, security procedures, airport transfers/land transportation facilities, local points of interest, currency restrictions/ regulations, health precautions, weather conditions, etc.; and
- The travel agency shall promptly notify travelers of airport closures, delayed or cancelled flights, as well as other changes that might affect or will require preparations from travelers, sufficiently before departure time;

**4) Billing and Invoice** The travel agency shall send an accurate itemized official invoice at a mention time period to Administrator. SCI shall provide payment to the Travel agency after review of each transaction within agreed time line.

### **5) Flight Cancellation / Re-booking and Refunds**

- The travel agency shall process duly authorized flight changes / cancellations when and as required;
- The travel agency shall immediately process airline refunds for cancelled travel requirements / unutilized pre-paid tickets and credit these to Save the Children as expeditiously as possible;
- The travel agency shall refund tickets shorter period than 15 days;
- The travel agency shall limit refund charges at airline rate only, i.e. no additional charges will accrue to the travel agency;
- The travel agency shall absorb cancellation and / or change reservation date charges which are due to no fault of SCI or the traveler;
- The travel agency shall report back to relevant SCI focal point on the status of ticket refunds and cancellation fees monthly basis.

### **6) Management Reporting System**

The travel agency shall submit the following reports on a regular basis; ♣

- Monthly Carrier – Route – Fare Analysis and Production / Volume of Business;
- Monthly reports on the status of ticket refunds
- Changes and Update on Airline Rates, promotions, policy changes, etc, immediately upon the receipt of the advice;
- Complaint Analysis;



**7) Availability of Other Products and Services as May Be Requested**

- Assistance with obtaining visas for foreign countries
- Excess Baggage/Lost Baggage;
- Package Tours and Promotions for Personal travel;
- Any additional services or discounts/incentives that the applicant wishes to identify

**8. Performance Standards and Service Level Guarantee** The contracted travel agent shall perform its services and deliver its products in accordance with the herein prescribes minimum performance standards set by the Save the Children:

Product / Service	Performance Attribute	Definition	Standard / Service Level
1. Airline Reservation	Agency Accuracy	Ability to perform task completely and without error	Zero-error in passenger records/airline bookings, fare computation and routing
	Speed and Efficiency	Ability to deliver product or service promptly and with the use of resources	For confirmed bookings via itinerary within two hours' time of request
			For wait listed bookings via regular updates every two days
Product / Service	Performance Attribute	Definition	Standard / Service Level
2. Airline Tickets	Agency Accuracy	Ability to perform task completely and without error	Zero-error in the printed ticket/aborted travel due to incomplete travel documents
	Timeliness of delivery	Ability to deliver product or service on or before promised date	3 working days before departure date
3. Travel Documentation	Accuracy	Ability to ascertain requirements for various destinations/nationalities	Zero-incident of complaint/aborted travel due to incomplete travel documents
	Clarity	Ability to deliver product or service on or before promised date	10 Working days before departure



4. Billing	Accuracy	Ability to generate billing statements without errors	Zero-Error or no discrepancy between invoices and attachments
	Clarity	Ability to generate bills that are transparent or easy to understand	Zero>Returns for clarification/explanation
5. Rates/Pricing	Fairness	Reasonable charges for services offered	At same or rates lower than market standards
	Company concern about fares	Ability to quote competitive fare	At levels same or lower than airline preferred rates. Guarantee that one quotation is the lowest obtainable fare
	Good value indicated by price	Competitive of fares quoted vs. restrictions or lack/absence thereof	At the same terms or better than quoted by airlines
	Willingness to assist SCI negotiate with airlines regarding preferred rates and concessions	Voluntarily offering to assist/represent SCI in dealings with airlines	Semi-annual meetings to obtain competitive rates in the market and preferable fare conditions (i.e. ticketing, deadlines, etc.)
6. Service Quality	Accessibility	Ability to access or approach travel agency	Telephone: 3 rings Emergency: 24 hours Email: available Website: available
	Responsiveness	Willingness to go out of one's way to help the traveler	Regular coordination meeting with SCI
<b>Product / Service</b>	<b>Performance Attribute</b>	<b>Definition</b>	<b>Standard / Service Level</b>
7. Problem Solving	Refunds	Ability to process and obtain ticket refunds on a timely basis where tickets are refundable	100% within one month from date of cancellation



	Complaint Handling	Ability to resolve complaints	Timeliness: one (1) week Manner of resolution: Satisfactory score
8. Travel Consultants	Competence	Knowledge of destinations Knowledge of airline practices, fare levels and shortest routes and connections Knowledge of SCI policies	Proficiency rating of not less than 75%
9. Communications	Awareness Level of Travelers regarding Travel Agency Product and Services	Services and policies are communicated to travelers. Travelers are well informed about matters concern them	Frequency of communications: as and when needed.
10. Office premises and Hours of Services	Readiness to do business	Travel Agency open for business during normal working hours	Accommodation of calls during off-hours
			Zero complaints that no one was around to answer calls

### 3. SPECIFICATIONS

#### Travel Policy

Current air travel policy requires the Travel Agent(s) in all cases to book the lowest available fares/the most direct economy options and to research alternate itineraries (at least three options, if available) in order to provide the lowest appropriate fares, which satisfy the Save the Children travel policies and requirements. The SCI travel policies embody the following basic principles which, however, are subject to subsequent revision:

1. Where available, use of the lowest applicable fare (including penalty fares) is the preference;
2. Full economy fares may be used if no appropriate reduced fares are available;
3. Business class travel or equivalent may be applicable only in limited situations;
4. Travel regulations prohibit first-class travel except for a few specific categories;
5. The Travel Agent must be knowledgeable of and prepare to offer special fares, restricted fares, discount fares, and bulk fares for use whenever appropriate. Fares which entail restrictive conditions (such as penalties or stay-overs), however, shall only be booked with the express approval of SCI;
6. The Travel Agent shall, where appropriate, attempt to obtain free business class and first class upgrades for SCI travelers. Any upgrades should be used for the cost-savings purposes.

#### Contract Parameters

- SCI intends for two years contract with one or two vendors for the performance of travel services. The service standards to be provided must be of the highest order, and responses to specific criteria concerning service elements will be weighted heavily.

- SCI will incorporate the Travel Agency's proposal as an addendum to the contract.
- Considering that SCI requires a variety of services and financial commitments, we expect these to be included under one contract.
- SCI recognizes the importance of confidentiality of the data provided: the proposal information and the travel itineraries and reservations of its travelers. Accordingly, the selected agency must keep confidential all dealings with Save the Children.
- This Request for Proposals is not to be construed in any way as an offer to contract with the Agency and SCI is not committed to selecting any of the travel agencies submitting proposals.

## **Roles and Responsibilities**

SCI procurement respective staff shall serve as the focal point for the following functions related to the travel contract for Save the Children in Bangladesh:

- Contract administration and the overall point of contract
- Performance reviews
- Obtain monthly progress reports

Perform inspection of services, verification of fares, rates, etc. Responsible staff of SCI shall serve as the focal points for the following travel functions related to SCI:

- Requesting of travel services and price quotations by phone and/or e-mail
- Confirmation of ticket reservations by e-mail
- Processing of payments on receipt of an invoice

## **Expected Qualification of the Successful Travel Agent**

The successful travel agency who will be contracted to serve the needs of Save the Children shall have the following minimum qualifications:

- Accredited IATA Travel Agency duly licensed in the country;
- Maintains a good track record in serving international organizations, embassies and medium to large multi-national corporations;
- Employs competent and experienced travel consultants, skilled in ticketing and fare computations, as evidenced by their track record in their Curriculum Vitae;
- Financially capable of rendering services to Save the Children;
- **Look after the necessary visa arrangement**
- Maintains facilities of on-line booking / airline reservations (i.e. Amadeus, or World Span), international ticketing and ticket printing facilities;
- Capable of delivering tickets, bills on an accurate and timely basis;
- Willing and able to guarantee the delivery of products and services in accordance with performance standards required under this TOR.

The successful travel agency shall be required to devote at least one or two personnel with the following minimum qualifications:

1. Senior travel expert with a minimum three years of practical experience in the management of travel services, in operating the automated reservation and ticketing systems;
2. Has adequate authority to make decisions for the timely resolution of problems;
3. In the case of emergencies (e.g. evacuations, war, etc.) the travel expert shall maintain operations necessary to support SCI;
4. 24 hours a day access of emergency service and necessary delivery of tickets as required by SCI to the required destinations;

Other expertise needed and facilities required shall be sourced from existing capacity of the Travel Agency. The travel agency shall have a contingency replacement plan to be enforced during periods of illness and vacations of its personnel in order to maintain full service at all times under the contract.

#### 4. ADDITIONAL INFORMATION

A. Description of Service: Save the Children International is inviting offer for Air Ticket Service for Bangladesh Country Office or instructed by the SCI as and when required during the contract period.

B. Service Locations:

- Save the Children Country office , Gulshan -2, Dhaka
- Or instructed by SCI representative

C. Service hours for Air Ticket Service

During office hours, from 8:30am to 4:30pm or instructed by save the children representative

D. Price and offer validity: Prices for service offered should be valid for a period of two (2) years. Two months prior to the end of each contract year a new revised price list will be provided by the vendor, which will be benchmarked with the market by Save the Children

The bidder must quote the rate as mentioned in the BOQ. No price will be increase during the contract period. Unit price for all the items in the schedule should include all taxes and other charges (where applicable).

Incomplete offer will not be considered. Rate should be quoted in BDT (Bangladeshi Taka) only.

E. VAT & TAX: VAT and AIT will be applicable as per govt. rule. If your service is tax and VAT exempted please submit the relevant SRO from NBR.

F. Payments procedure:

The successful service provider will be required to submit invoices immediately after completion of services. Payment will be made in favor of the vendor within 45 (forty- five) days upon satisfactory goods/services received and submission of correct invoice along with necessary documents through A/C Payee cheque or EFT (Electronic Fund Transfer).

Under no circumstances will SAVE THE CHILDREN entertain any request for cash payment or partial payment for the invoice. Wherever applicable, tax as prescribed by Taxation Authority, will be deducted from the invoice.

The invoice will incorporate any penalties that need to be enforced, based on the terms and conditions stated in this document/RFP.

Any work that is beyond the work schedule should be submitted in writing to SAVE THE CHILDREN for prior approval.

G. Payment mode:

a) For Ticket Service: Payment will be made with 15 (fifteen) days interval. First 15 days (1-15) payment will be made by 30th of each month and 2nd 15 (16-30) days payment will be made by 15th day of next month subject to the submission of correct invoice with necessary documents.

b) For On Desk Services: The payment will be made monthly basis

H. Change: For any additional ticket changes that incurs cost should be a new request number provided by SCI

I. Service Confirmation: No services will be accepted by Save the Children if any non-conformity found. No service will be accepted with the changes or alternations from provided requirement without prior written permission by Save the Children.

J. Contact Person: Save the Children will assign a primary and a secondary contact persons to coordinate services. Similarly the vendor will have to assign a primary and a secondary contact person to coordinate delivery and support as per agreement.

K. Termination: SAVE THE CHILDREN reserves the right to terminate the contract at any time for any reason whatsoever by giving the successful service provider one month notice in writing. If the successful service provider wishes to terminate the contract then they are to provide two months' notice in advance to SAVE THE CHILDREN. SAVE THE CHILDREN decision is final in case of any dispute that arises in connection with these termination arrangements.

L. For any Fraud case / Terrorism found or bridge of contract, save the children will terminate the contract/Agreement within 7 days' Notice to the service provider and Outstanding payment will be settle within next 15 (fifteen ) working days subject to the submit all the relevant documents.

M. VAT & TAX shall be deducted at source as per applicable existing GoB rules.

N. Save the Children reserves the right to accept or reject any /all proposals or part thereof without assigning any reason whatsoever.



## PART 3 – BIDDER RESPONSE DOCUMENT

### I. 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 I - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 – Capability Questions](#)
- [Section 4 – Commercial Questions](#)
- [Section 5 – Bidder Submission Checklist](#)
- [Schedule I – 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	
Year of Registration		Country of Registration	
Type of Business (e.g. Manufacturer, Distributor, Contractor)		Primary Country of Operation	
Total Annual Revenue (please state the currency)	2018	2017	2016
Annual Revenue (from goods and services requested in this tender)			

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**

Provide details of what insurance cover you have and what the maximum value is	
--	--

**KEY ROLES & PERSONNEL**

	Job Title	Role	E-mail Address
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).			



**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	Bidder accepts 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'.		
2	The Bidder and its 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.  1) Child Safeguarding Policy 2) Anti-Fraud, Bribery & Corruption Policy 3) Slavery & Human Trafficking Policy 4) IAPG Code of Conduct 5) Conditions of Tendering		
3	The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU.		
4	The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).  This includes the Bidder submitting the following requirements (where applicable):  - Legitimate business address - Tax registration number & certificate - Business registration certificate - Trading license	Yes / No	Comments
		Requirement	Bidder Response / Attachments
		Legitimate Business Address	
		Tax Registration Number & Certificate	
		Business Registration Certificate	
		Trading License	
5	Legal establishment for a minimum of five years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.		
6	Minimum 5 years of experience for similar type of and services to renowned companies and supporting Work Orders/Experience certificate/Agreement (i.e. MNC, UN, INGOs, Bank/Financial Institutions/GoB/Reputed organization) need to submit.		
7	Suppliers/Vendors are not any prohibited parties or on Government debar/ Blacklisting by any organization.		
8	Compliance with our Mandatory Policy/Agency Polic		



7	Accredited IATA Travel Agency duly licensed in the country	Yes / No	Comments / Attachments

### SECTION 3 – CAPABILITY QUESTIONS

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

Item	Question	Bidder Response		
		Client Name	Contact Details (Name & Email)	Project Description
1	<b>REFERENCES</b> Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender. Examples provided must be for similar projects within a similar environment / context to that in which Save the Children operates, and within the last two (2) years.  <i>(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)</i>	1)		
		2)		
2	Organization Profile (Number of office and staff)	<b>Bidder Response</b>		<b>Attachment(s)</b>
3	Member and Accredited (5 or above – 20; 2-4 – 10; 1 – 5)	<b>Bidder Response</b>		<b>Attachment(s)</b>
4	Registered with Airlines / Embassy for Visa processing ( 5 or above – 20; 2-4 – 10; 1 – 5)	<b>Bidder Response</b>		<b>Comments</b>
5	Onsite Support desk (Free of Cost – 10 , With Cost -5)	<b>Bidder Response</b>		<b>Comments</b>
6	Client List/Organization Reference: (Minimum 5 Organization) I. Banks & Financial Institutions, II. Multinational Companies III. International Development Organizations/NGOs IV. Reputed Group of Companies (Agreement/Contract/Purchase Order of Client or Client list with contact detail should be provided)	<b>Bidder Response</b>		<b>Attachment(s)</b>
5	Financial turnover/Contracts (Average Financial turnover should be 20 million in BDT over last 2 years. Audit report of last 2 financial years of the organization or List of purchase order amounting/Bidders declaration of Turnover amount in Letter Head)	<b>Bidder Response</b>		<b>Comments</b>



**SECTION 4 – COMMERCIAL QUESTIONS**

Services/Assignment: Framework Agreement for Air Ticket Service.

Ref No: **IFT/SCI/BDCO/FY-20(Manual)08**

Name of the Bidder (Firms): \_\_\_\_\_

**Offered Price (BOQ):**

Sl.	Description of Service	Specification	Discount for SCI from regular rate	Services Charges/Ticket (BDT)	Remarks
1	Air Ticket	National/ Domestic			
2	Air Ticket	International			On base fare
3	Charge for Non-Commission giving Air Lines				List will be updated from time to time (Quarterly)
4	Refund /Cancellation/Re-validation of International Ticket				Only Air lines fee
5	Refund /Cancellation/Re-validation of Domestic Ticket				Only Air lines fee
6	Visa Assistance Services Charge				Plus Visa fee
SL	Description of Services	UOM	Unit price /Month in BDT		Remarks
7	ON DESK SERVICES: Vendor / supplier will provide the service desk at save the children country office [where one person should be dedicated for 4 hours per day and 3 days in a week ( Sun/Tues/Thursday )]	Job/Month			Save the children will provide the seating arrangement with WiFi facility but other logistic support will ensure by the service provider

N.B. May be added more Column & Row for detail information.

We may modify and add the items in the BOQ mentioned in the Appendix-I and quote accordingly.

**Signed**

Duly authorized to sign the bid on behalf of the applicant organizations/Firms

Date:

## 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
<b>Essential Criteria Evidence</b>	Proof of legitimate business address	
	Copy of tax registration number & certificate	
	Copy of business registration certificate	
<b>Capability Criteria Evidence</b>	Completed Bidder Response Document	
	Supporting Financial Documents	
<b>Commercial Criteria Evidence</b>	Completed Bidder Response Document	

**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	
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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 I – 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 &amp; CONDITIONS OF PURCHASE

## FRAMEWORK AGREEMENT FOR THE SUPPLY OF SERVICES

SCI contract reference number: [insert]

## PARTIES

- (1) Save the Children International, [insert office and address details] (the "Customer"); and
- (2) [Name of supplier], whose registered office is at [address] (the "Supplier"), (each a "Party" and, together, the "Parties").

## RECITALS

- (1) The Customer has invited the Supplier to enter into this framework agreement (the "Framework Agreement" or "Agreement") to provide services to the Customer [and the Framework Purchasers] [include if required] from time to time on a call off basis.
- (2) This Framework Agreement sets out the general principles applicable to all supplies of services by the Supplier to the Customer [and the Framework Purchasers]. [include if required] The specific provisions applicable to each supply of services will be set out in individual purchase order forms.

## GENERAL PROVISIONS

## I Definitions and interpretation

- I.1 In this Agreement unless the context requires otherwise:
- (a) **Applicable Laws:** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.
  - (b) **Case law and Guidance** includes relevant case law, guidance from the European Data Protection Board, the UK Information Commissioners' office, or any EU Member State Data Protection Authority
  - (c) **Confidential Information:** information provided directly or indirectly by one Party (the "Disclosing Party"), its employees, agents or subcontractors concerning the Disclosing Party's business or its products or its services, to another Party (the "Receiving Party") on or after the date of the Agreement including all technical or commercial know-how, Specifications, inventions, processes or initiatives which have been marked as "confidential", described as "confidential" or reasonably understood to be confidential. Such information may be provided in a number of ways, including without limitation, in oral or documentary or electronic form. Where the Disclosing Party is the Customer, Confidential Information will also include information concerning the business or operation of the SCA, its SCA members and associate members that the Supplier receives during the term of the Agreement.

- (d) **Contract:** has the meaning given to it in Clause 3.3 of the Agreement.
- (e) **Controller** means the entity or person which determines the purposes and means of the processing of personal data.
- (f) **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (g) **EEA:** European Economic Area.
- (h) **[Framework Purchasers:** means the entities listed in Schedule 5 which may be varied in accordance with Clause 23.6.] *[Delete if not applicable]*
- (i) **Order:** any order of Services by the Customer pursuant to a Purchase Order Form or a Scope of Work.
- (j) **Personal Data:** any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.
- (k) **Processor** means the entity or person which processes personal data on behalf of the controller.
- (l) **Purchase Order Form:** has the meaning given to it in Clause 3.2 of the Agreement.
- (m) **Scope of Work:** has the meaning given to it in Clause 3.2 of the Agreement.
- (n) **SCA:** Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.

1.2 If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

- (a) this form of the Agreement;
- (b) the Purchase Order Form;
- (c) any tender documents including the invitation to tender and conditions of tendering. Where additional terms or particulars contained within those tender documents are not reflected in this Agreement and/or any Purchase Order Form, such terms or particulars shall not be incorporated into the Agreement and/or Contract unless the Customer has relied on them and entered into the Agreement and/or Contract on that basis; and
- (d) any invoice or quotation provided by the Supplier.

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

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

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

## 2 Duration and Commencement

- 2.1 The Agreement shall commence on *[insert commencement date]* and shall end on *[insert end date]*.
- 2.2 The Agreement at the end of its initial term may be renewed for another *[insert length of renewal]*, subject to the mutual agreement of both Parties. *[Delete this entire clause if not applicable]*

## 3 Services

- 3.1 The Supplier is appointed to provide the services listed in Schedule 1 (the "**Services**").
- 3.2 The Customer *[and/or any Framework Purchaser]* *[include if required]* may, at its absolute discretion and from time to time during the term of the Agreement, order specific Services from the Supplier using the Customer's Purchase Order Form or a Scope of Work, a template version of which is attached as Schedule 2 to this Agreement.
- 3.3 The contract between the Parties in respect of any individual order of Services will comprise the terms of this Agreement and the applicable Purchase Order Form and/or Scope of Work (together, the "**Contract**").
- 3.4 The Parties acknowledge and agree that:
  - (a) the supply of services under this Agreement is not an exclusive arrangement;
  - (b) the Customer may purchase from any third party services that are the same as, or comparable to, the Services; and

- (c) the Supplier may supply to any third party services that are the same as, or comparable to, the Services.

3.5 No undertaking nor any form of statement, representation or obligation shall be made or be deemed to have been made by the Customer in respect of the total quantities or values of the Services to be ordered by them pursuant to this Agreement, and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement or representation.

#### **4 Price for the Services**

4.1 The charges for Services called off from this Agreement shall be calculated in accordance with the rates set out in Schedule 3.

4.2 The reference rates for the Services shall remain fixed for [the duration of this Agreement / \*\*\*[insert number of months]]. [The Parties shall conduct a review of the reference rates \*\*\*[insert number of months] after commencement of this Agreement.] *[Delete if not applicable or else amend as required. Delete clause 4.2 if the price is non-fixed]*

4.3 The Supplier shall:

- (a) provide a competitive price for the Services at all times; and
- (b) advise the Customer of potential savings for every order placed by the Customer.

4.4 Unless stated in the applicable Purchase Order Form or Scope of Work, fees and charges shall be deemed to include packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, national insurance, duties and impositions or other contributions which are or may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable in connection with this Agreement and shall not be subject to alteration for any reason whatsoever.

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

5.1 Invoices for the Services performed under a Contract shall be sent to the Customer on, or after, completion of [the Services/each phase of work] to the Customer's satisfaction. Each invoice must quote the Customer's order number, be in the currency stated in [Schedule 3/the applicable Purchase Order Form or Scope of Work] and addressed to the Customer contact specified in [Schedule 3/the applicable Purchase Order Form or Scope of Work]. *[Please choose applicable option]*

5.2 Correctly rendered invoices will be paid within 45 days from the date of invoice. *[If you want to amend this please seek approval in accordance with the Procurement Manual]*

5.3 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Agreement and/or any Contract.



- 5.4 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Agreement and/or any Contract.
- 5.5 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer. .
- 5.6 In the event of any conflict or ambiguity between the Agreement and any Purchase Order Form or Scope of Work, the terms of the Agreement shall have priority.
- 6 Change to Service specification [optional clause – consider if it is appropriate to include]**

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

## **7 Performance of Service**

- 7.1 In providing the Services, the Supplier shall:
- (a) ensure that the Services and Deliverables correspond with their description in the applicable Purchase Order Form or Scope of Work for each Order and any applicable specification, and that they comply with all applicable statutory and regulatory requirements;
  - (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

7.2 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

7.3 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

7.4 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Clause 7.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

7.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

7.6 The Supplier shall perform the Services in accordance with the timing specified in the applicable Purchase Order Form or Scope of Work for each Order or as notified to the Supplier by the Customer. Time shall be of the essence in respect of this Clause 7.6.

7.7 If the Supplier fails to comply with the time requirement referred to in Clause 7.6 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.

7.8 The Services shall be supplied at the destination and on the date or within the period specified in the applicable Purchase Order Form or Scope of Work for each Order and, in any event, during the Customer's usual business hours or as instructed by the Customer.

- 7.9 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 7.10 The Customer shall be entitled to reject any Services supplied which are not in accordance with the applicable Purchase Order Form or Scope of Work for each Order. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 7.11 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the applicable Purchase Order Form or Scope of Work for each Order. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.
- 7.12 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.
- 7.13 The Supplier agrees that the Supplier Key Personnel listed in Schedule I or any Scope of Work will carry out the Services. The Supplier Key Personnel shall not be replaced before completion of the Services and without notice to the Customer unless:
- (a) the individual is unable to work due to illness or injury for a significant period: or
  - (b) the individual leaves the employment of the Supplier; or
  - (c) the individual is on statutory leave other than annual leave/study leave.

## **8 Warranties**

- 8.1 The Supplier warrants to the Customer that:
- (a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
  - (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;
  - (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
  - (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Agreement was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;

- (e) 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;
- (f) none of its directors or officers or any of the employees of the Supplier has any interest in any other supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any other transaction or arrangement with the Customer;
- (g) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws (as defined in Clause 10.3); and
- (h) the Supplier is not aware of, and does not have any reason to suspect, any breach of Clause 10.3, and it is not aware and does not have any reason to suspect that performance of this Agreement and/or any Contract would put either party at risk of breaching any Sanctions and Export Control Laws.

8.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 8.1 during the term of the Agreement, the Supplier shall:

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

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer's rights in Clause 17.

## 9 Key contacts and service reviews

9.1 The relevant contacts are as follows:

	<b>Customer Contact</b>	<b>Supplier Contact</b>
<i>First contact</i>	Name: [**] Title: [**] Email address: [**] Tel: [**]	Name: [**] Title: [**] Email address: [**] Tel: [**]
<i>Second contract</i>	Name: [**] Title: [**] Email address: [**] Tel: [**]	Name: [**] Title: [**] Email address: [**] Tel: [**]

9.2 Purchase Order Forms and Scopes of Work may only be issued by a Customer Contact named in this Agreement or someone identified to the Supplier by that Customer Contact as its authorised delegate.

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

9.4 Service review meetings for an Order shall be held according to the frequency set out in the applicable Purchase Order Form or Scope of Work or as otherwise agreed between the Parties. The review meetings shall comprise the Parties' project managers designated in the applicable Purchase Order Form or Scope of Work.

## 10 Compliance

10.1 The Supplier, and its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.

10.2 The Supplier and its suppliers and sub-contractors shall not in any way:

- (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,
- (b) be involved directly or indirectly in the manufacture or sale of arms;
- (c) have any business relations with governments for any war related purpose; or
- (d) transport the any goods that the Customer has agreed to purchase as part of the Services together with any military equipment.

10.3 The Supplier shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall):

- (a) comply with all sanctions, export control, embargo, or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the EU, the UK, the US and the UN ("**Sanctions and Export Control Laws**"), as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;
- (b) obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this Agreement and/or any Contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents [or any of the Framework Purchasers or their agents] at the relevant delivery address), and shall further inform the Customer [and the Framework Purchasers] where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer [or any of the Framework Purchasers] to apply for or obtain any further licences, authorisations or permissions

- (c) not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer [or any of the Framework Purchasers] or received by the Supplier from the Customer [or any of the Framework Purchasers] in accordance with this agreement);
- (d) the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent;
- (e) the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation;
- (f) not do anything which would cause the Customer [or any of the Framework Purchasers] to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).

10.4 No provision of this Agreement shall give rise to an obligation on either party that would constitute a breach of Council Regulation (EC) No 2271/96 (as amended) or other equivalent blocking or anti-boycott laws applicable from time to time.

10.5 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:

- (a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
- (b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
- (c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

10.6 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:

- (a) Child Safeguarding policy;
- (b) Fraud, Bribery and Corruption policy;

- (c) Human Trafficking and Modern Slavery policy;
- (d) Protection from Sexual Exploitation and Abuse (PSEA) policy; and
- (e) Anti-Harassment, Intimidation and Bullying policy,

(together, the “Mandatory Policies”) attached as Schedule 4.

- 10.7 The Supplier shall take reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 10.8 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 10.9 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 10.10 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer’s request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer’s personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 10.11 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Agreement and any Contract act in accordance with, the IAPG Code of Conduct appearing in Schedule 4 and any local or international standards which are applicable to the Services.

## **11 Audit**

- 11.1 The Supplier agrees to allow the Customer’s [and the Framework Purchasers’] employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier’s books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier’s current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 10. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (“OLAF”), the United States Government, the Controller General of the United States and any other representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier’s operations. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person’s consent.

## **12 Indemnity**



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

- (a) breach of any warranty given by the Supplier in Clause 8;
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents;
- (g) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Supplier Key Personnel against the Customer arising out of or in connection with the provision of the Services; and
- (h) any claim in respect of all taxes, national insurance or other contributions arising out of or in connection with the provision of the Services, and any costs, claims, penalties, interest, expenses or proceedings arising out of or in connection with such taxes and contributions.

### 13 Customer property

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



**14** Customer's name, branding and logo

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

**15** Re-tendering

15.1 The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

**16** Insurance

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

**17 Termination**

17.1 The Customer may terminate the Agreement and/or any Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least [1 month's] written notice. *[Amend as appropriate]*

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

- (a) the Supplier is in material breach of its obligations under the Agreement and/or any Contract;
- (b) the Supplier is in breach of its obligations under the Agreement and/or any Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request;
- (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business;
- (d) the Customer reasonably believes that any of the events mentioned above in paragraphs (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly;
- (e) the Customer believes, in its sole and absolute discretion, that continuing contractual relations with the Supplier may damage the reputation and/or resources of the Customer;

- (f) the Customer believes, in its sole and absolute discretion, that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to prohibited parties, terrorism or money laundering or has or is likely to breach the requirements of Clause 10;
- (g) a donor ceases to provide the necessary funds for the Services or requires the Customer in writing to terminate the Agreement and/or a Contract; or
- (h) the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause 10.3, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws..

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

- (a) Clauses 7.1, 7.7, 7.9, 7.10, 7.11, 8, 12, 13, 14, 18, 19 and 24 which shall continue without limit in time;
- (b) the Parties' obligations existing under each Contract still in force at the time of termination, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Contract. For the avoidance of doubt, any on-going Scope of Work shall continue after the termination of this Agreement under the terms of the relevant Contract until that Scope of Work terminates under its own terms or by agreement of the Parties (as the case may be); and
- (c) any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

**18 Confidential Information**

**18.1** Subject to Clause 18.2 below, a Receiving Party shall:

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

**18.2** Clause 18.1 shall not apply to Confidential Information to the extent that:

- (a) the Confidential Information is required to be disclosed by law or any Governmental Authority. If the Receiving Party believes that this Clause 18.2(a) applies, it shall, as far as it is practicable and lawful to do so:
  - (i) first consult the Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure; and
  - (ii) take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure;
- (b) the Confidential Information is required to be disclosed for the purpose of any arbitral or judicial proceedings arising out of the Agreement and/or any Contract; or
- (c) the Confidential Information is required to be disclosed to meet the obligations set out in Clause 11.

## 19 Personal Data

19.1 In addition to its obligations of Confidentiality, the Supplier, as Processor, shall ensure that in relation to any Personal Data:

- (a) it shall process such Personal Data only in accordance with the Customer's written instructions and only to the extent necessary for the purposes set out in this Agreement;
- (b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;
- (c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and
- (d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and
- (e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

19.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so **[only with the consent of SCI and]** by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws. *[The red text gives SCI the option of consenting to the appointment of sub-contractors and third parties to process personal data. The wider the circle of individuals having access to the personal data, the less SCI will be able to control the way in which the data is being*

*processed. SCI should therefore be careful when allowing the Supplier to appoint sub-contractors especially if the data involves beneficiary personal data or staff personal data beyond professional contact details. If unsure, we would recommend including the consent requirement, as this permits sub-contracting within SCI's control.] If the supplier will not agree to this, the following can be used as an alternative: [At least 30 days before the Supplier engages any sub-processor to carry out processing activities on Personal Data on behalf of the Customer, the Supplier will notify the Customer in writing of the details of that sub-processor. If the Customer objects to a sub-processor, then the Supplier will use reasonable endeavours to find an acceptable replacement sub-processor. Without prejudice to any termination rights the Customer has under the Agreement, if the Supplier cannot find a replacement sub-processor [within 21 days of the Customer objecting to the original sub-processor], the Customer may terminate the part of the supply to which the sub-processing relates].*

- 19.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.
- 19.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.
- 19.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
- 19.6 The Supplier shall not export the Personal Data outside [insert country] [Note: please insert the country in which the Personal Data will be processed].
- 19.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Agreement is not sufficient, the Parties shall amend the Agreement as necessary to comply with all Applicable Laws.

## 20 Notices

- 20.1 Any notice under or in connection with the Agreement and/or any Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this clause. Notice shall be sent by prepaid first-class post, recorded delivery, e-mail or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.
- 20.2 Any notice shall be deemed to have been duly received:
- (a) if sent by prepaid first-class post or recorded delivery, on the second day after posting;

- (b) if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or
- (c) if sent by e-mail, at 9:00am UK time on the next UK business day after transmission.

20.3 This Clause 20 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this provision, "writing" shall include e-mails.

## 21 Force majeure

21.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement and/or any Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Agreement and/or any Contract.

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

21.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement and/or any Contract for a continuous period of more than 14 days, the Customer may terminate the Agreement and/or any Contract immediately by giving written notice to the Supplier in accordance with Clause 20.

## 22 Dispute Resolution

22.1 If any performance dates or service level is not met, or if a Party otherwise fails to perform its obligations under the Agreement and/or any Contract, then without prejudice to the Parties' rights under the Agreement and/or any Contract, the relevant Party shall escalate the issue to the Customer and Supplier Contacts and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).

22.2 If having used reasonable endeavours to settle a dispute informally either Party considers the dispute cannot be so settled, either Party may give notice that the dispute is being referred to arbitration.

22.3 All disputes, controversies or claims arising out of or in connection with this Agreement and/or any Contract, including the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules.

- (a) The place of arbitration shall be London, United Kingdom;
- (b) The language to be used in the arbitral proceedings shall be English; and

- (c) The Agreement and any non-contractual obligations arising out of or in relation to the Agreement and/or any Contract are governed by English law.

22.4 Nothing in the Agreement shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

## 23 General

### 23.1 Assignment and subcontracting

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

### 23.2 Severance

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

### 23.3 Waiver and cumulative remedies

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

### 23.4 No partnership

Nothing in the Agreement and/or any Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. At no time shall the Supplier hold themselves (or any substitute or any Key Personnel) out as being an officer or employee of the customer or any of its affiliates, and the Supplier (or any substitute or any Key Personnel) shall not have any authority to conclude any contracts on behalf of the company or any of its affiliates or to enter into any legally binding commitment on its or their behalf.

### 23.5 Third party rights

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

### 23.6 Variation

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

### 23.7 Entire agreement

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

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

Nothing in this Clause 23.7 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

## 24 Governing law and jurisdiction

24.1 The Agreement and any Contract shall be governed by and construed in accordance with English law.

## 25 Special terms and conditions

*[Include any additional items as necessary which are not covered by the Contract, such as requirements from any Donor that must be passed down to the Supplier. It is important that any particular requirements of the Donor in the [Donor Conditions] [Fund summary] that are not otherwise contained in the Contract are included here. Delete this clause if it is not required.]*

*Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID*

compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available [here](#) is completed. ]





**Signed for and on behalf of the Supplier:**

**Signed for and on behalf of the Customer:**

.....  
Signature

.....  
Signature

.....  
Name

.....  
Name

.....  
Position

.....  
Position

Date:

Date:

*[Delete second signature if not required]*

Second signature for and on behalf of the Supplier:

.....  
Signature

.....  
Name

.....  
Position

Date:

## SCHEDULE I

## AVAILABLE SERVICES

1. **Service Description** [Detail the Services the supplier will provide under the framework]
2. **Specifications** [Detail the specifications for the Services (e.g. meet ISO quality)]
3. **Supplier Key Personnel** [List out the key supplier's staff that are required to be available to provide the services, excluding for reasons beyond the supplier's control including employee leaving supplier and statutory leave. Further detail about Supplier Key Personnel, including of any Supplier Project Team (where relevant), may be set out in the relevant Scope of Work.]
4. **Governance and Escalation** [List out the relevant individuals and, for the Key Personnel, their job titles. Further detail about escalation procedures may be set out in the relevant Scope of Work.]
5. **Service Levels** [Include any service levels, if applicable. For example, quote response times, order confirmation times, lead times to perform the service. Delete this if not required. Further detail about service levels may be set out in the relevant Scope of Work.]
6. **Timescales** [Set out the timetable for performing the Services. Further detail about timescales may be set out in the relevant Scope of Work.]
7. **Milestones** [Set out the milestones for the Services. Further detail about deliverable milestones may be set out in the relevant Scope of Work.]
8. **Deliverables** [Set out any general deliverables for the Services. More detailed deliverables, and deliverable milestones, may be set out in the relevant Scope of Work]
9. **Acceptance Criteria** [Set out any general criteria for accepting the Deliverables or the Milestones including timings for Acceptance and remedy for unaccepted Deliverables or Milestones (i.e Supplier to remedy at no additional cost to SCI). More detailed acceptance criteria may be set out in the relevant Scope of Work.]
10. **Assumptions / Dependencies** [Set out Supplier / SCI Assumptions / Dependencies.]
11. **Exit assistance** [Set out details of the exit assistance which the Supplier will provide to SCI]

## SCHEDULE 2

**PURCHASE ORDER FORM / SCOPE OF WORK TEMPLATE**

*[See SCI Order Form SCI-PR-13A Purchase Order for Framework Agreements, which is based on SCI-PR-13 Purchase Order template but tailored for use with a Framework Agreement OR SCI Scope of Work template on next page, which is drafted for Consultancy Services but may be updates for other forms of Services, as appropriate.]*

Invitation to tender

## SCOPE OF WORK

This Scope of Work constitutes an order for Services by Save the Children International [insert country office if relevant] (“**SCI**” or “**Customer**”) under the framework agreement between SCI and [insert Supplier name] (the “**Supplier**”) dated [insert date framework contract was signed] with reference number [insert SCI reference number appearing on front page of the framework agreement] (the “**Agreement**”).

The Services are being ordered in connection with the [insert name of project and reference details, eg. SCI SoF] (the “**Project**”).

The provision of Services under this Scope of Work shall be in accordance with the terms and conditions set out in the Agreement, save as expressly varied in this Scope of Work. Capitalised terms and expressions used in this Scope of Work have the same meanings given to them in the Agreement, unless the context otherwise requires.

1. **Location:** The Supplier will provide the services at [insert locations]

2. **Duration:**

Commencement Date: [insert]

End Date: [insert]

3. **Objective:**

[Copy from ToR taking into account any clarifications/amendments]

4. **Deliverable summary:** [The below table format is an example - amend as appropriate]

The supplier will produce the below deliverables

Deliverable title	Format	Submit to	Delivery date
Inception report	Presentation	Project Board	12 October 2020
Draft business case	Completed SCI business case template	SCI Project lead	26 October 2020

5. **Acceptance criteria:** [delete if not applicable and adjust period as appropriate]

SCI will have a period of [15] working days (“Evaluation Period”) after provision of each deliverable or any part of each deliverable in accordance with this Scope of Work to verify that such deliverable or part thereof is not deficient and therefore deemed satisfactory.

**6. Deliverable milestones:**

The Supplier is responsible for the below activities

[List the activities the supplier will undertake in line with the agreed project approach/methodology.

The below table format and contents is an example – amend as appropriate]

Milestone	Duration	Key activities	SCI responsibilities	SCI sign-off
<i>Internal analysis</i>	<i>Wks 0-1</i>	<ul style="list-style-type: none"> <li><i>Data gathering and analysis</i></li> <li><i>Stakeholder workshop</i></li> <li><i>Field office visit</i></li> </ul>	<i>Provide appropriate sponsorship , stakeholders and SMEs as required</i>	<i>n/a</i>
<i>External analysis</i>	<i>Wks 1-2</i>	<ul style="list-style-type: none"> <li><i>Market analysis</i></li> <li><i>External interviews</i></li> </ul>	<i>Provide appropriate sponsorship , stakeholders and SMEs as required</i>	<i>n/a</i>
<i>Draft inception report</i>	<i>Wks 2-3</i>	<ul style="list-style-type: none"> <li><i>Presentation of draft report to project team</i></li> </ul>	<i>Project team to provide feedback on inception report</i>	<i>Project team</i>
<i>Inception report</i>	<i>By end of Wk 4</i>	<ul style="list-style-type: none"> <li><i>Presentation of final Inception report to Project board</i></li> </ul>	<i>To ensure availability of Project board</i>	<i>Project board</i>

**7. Schedule: (delete if not applicable)**

[The Supplier’s agreed program can be inserted here. This should show the activities/tasks being undertaken each week for the duration of the services]

Activity	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5



**8. Supplier Project Team:** *[delete/amend as applicable]*

*[If a project team will be providing the services, detail who the team are using the table below and the amount of time they will be dedicating to the project.]*

*[For engagements based on a deliverable basis stipulate the 'Minimum number of project days'. For engagements based on a daily or hourly rate basis stipulate the 'Total days']*

Name	Grade / Years of relevant experience	Role	Total days	% of Time allocated to project
	<i>Director</i>	<ul style="list-style-type: none"> <li><i>Senior project oversight and quality assurance</i></li> </ul>	<i>5</i>	<i>5%</i>
	<i>Senior Consultant</i>	<ul style="list-style-type: none"> <li><i>Project lead</i></li> </ul>	<i>40</i>	<i>80%</i>
	<i>Junior Consultant</i>	<ul style="list-style-type: none"> <li><i>General Project support namely data gathering and analysis</i></li> </ul>	<i>25</i>	<i>50%</i>

**9. Supplier Key Personnel:** *[delete if not applicable or if the same as set out in the main Agreement]*

*[If certain key personnel are required to provide the services for the duration of the contract, list them below]*

The Supplier agrees that the Supplier Key Personnel listed below will carry out the Services.

The Supplier Key Personnel are:

Name: *[insert names and titles]*

Name: *[insert names and titles]*

Name: *[insert names and titles]*

**10. Status Updates/Reporting:** *[delete if not applicable]*

*[If a reporting procedure is relevant to this contract, include the below provisions amended as appropriate]*

The SCI Project lead is: *[insert name and title]*

The Supplier will provide the SCI Project lead with the following:

- **[insert type of status update/report, frequency and format]**

Each status update shall be provided in **[insert language]** unless agreed in writing for it to be written in another language

The Supplier shall provide other status updates to the organisation, on reasonable notice during the term of the contract

If so required by SCI, the Supplier agrees to make all reasonable modifications and corrections to any update/report.

**11. Escalation Procedure:** *[Delete if already covered appropriately in main Agreement]*

In the case where escalation is needed, the following path will be followed:

SCI	Supplier
<b>[Insert job title]</b>	<b>[Insert name and contact details]</b>
<b>[Insert job title]</b>	<b>[Insert name and contact details]</b>

**12. Fees and Payment terms:**

**Payment Dates**

*[To better control costs, SCI preference is for payment to be linked to either deliverables, scheduled instalments or all in arrears upon satisfactory completion of the services. Amend the below as appropriate. (If seeking to pay in advance acquire prior legal approval)]*

SCI shall pay the Supplier the following sum(s) (the “**Fees**”) calculated in accordance with the rates set out in Schedule 3 to the Agreement:

- ..... payable in **[3]** instalments, payable within 45 days of receipt by Save the Children of a valid invoice to be submitted as follows:
  - .....on satisfactory completion of **[insert deliverable]**.
  - ..... on satisfactory completion of **[insert deliverable]**.
  - ..... on satisfactory completion of **[insert deliverable]**.

In no event should the fees exceed **[insert total cost]**

No extra fee will be paid for any work beyond the agreed timeframes

The Fees are inclusive of all costs, overheads and expenses, including travel, subsistence and accommodation. *[amend as appropriate]*

*[Insert agreed rate card if different from the rate card set out in the main Agreement]*

Payment will only be made for the contractually agreed Services.

### **13. Intellectual Property**

For the purposes of this section,

“Intellectual Property” means any patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, created by or on behalf of the Supplier in the course of providing the Services or in the Work (unless otherwise agreed in writing by the parties).

“Work” means any documents, reports, designs and other work products produced by the Supplier in the course of providing the Services.

13.1 The Supplier agrees to assign (and in respect of copyright and database rights arising in the future, hereby assigns) all Intellectual Property for the full term of those rights, to the intent that those rights will immediately upon their creation vest in Save the Children. The Supplier agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Intellectual Property to Save the Children.

13.2 At the request of Save the Children, the Supplier shall execute all such documents and do all such things reasonably required to enable Save the Children to obtain registration or other protection for the Intellectual Property and to vest ownership of the Intellectual Property in Save the Children. The Supplier hereby irrevocably and unconditionally waives in favour of Save the Children all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any materials made by it in the course of providing the Services and performing its obligations under this agreement.

13.3 The Supplier warrants that:

- (a) it has full right, power and authority to enter into this agreement and assign the rights assigned under this agreement;
- (b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work;
- (c) the use of the Work or the Intellectual Property Rights in the Works by SCI will not infringe upon the rights of any third party.

13.4 The Work shall be the property of Save the Children and shall (at Save the Children’s option and request) be handed over to Save the Children or deleted from time to time on demand and in any event upon the termination or expiry of this agreement.





**14. SPECIAL CONDITIONS**

*[Include in this section any other additional items as necessary which are not covered by the above headings, e.g. specific Donor Conditions that must be passed down to the Supplier; penalty provisions if payments are late; any contingency planning that may be needed]*

*[Each Scope of Work agreed under the Agreement must be signed by the parties]*

**Signed on behalf of [insert  
Supplier name]**

**Signed on behalf of Save the  
Children International [insert  
country office if relevant]**

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Name:

Name:

Date:

Date:

SCHEDULE 3  
REFERENCE CHARGES AND PAYMENT TERMS

1. **SoW Charges / Sow Rate card** *[Set out the charges for the Services]*
2. **[Materials and services charged to in addition to the SoW Charges]** *[Specify what these are and the anticipated charges for them. State any additional charges to be agreed in advance in writing]*
3. **Invoicing Instructions** *[Set out instructions for invoicing, who invoice should be invoiced to, currency of invoice. If the Services are provided on an hourly basis include the following mandatory wording:]*

*[The Customer shall pay the Supplier a fee of [insert amount and currency] per [hour OR day] [exclusive OR inclusive] of VAT.*

*Within 15 days of the last working day of the previous calendar [month] during the term, the Supplier shall submit to the Customer an invoice which gives details of the [hours OR days] the Supplier [or any permitted substitute] has worked during the [month] (“Timesheet”), the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that [month]. Should the Supplier fail to include the Timesheet with the invoice or submit a Timesheet, which in the reasonable opinion of the Customer is inaccurate, the Customer will reject the invoice and reserves the right to withhold payment for that [month]. The Customer reserves the right to request timesheets on a weekly basis. ]*



SCHEDULE 4: MANDATORY POLICIES

I: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

I. 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 any form of child abuse, maltreatment or poor safeguarding practice. A child is anyone under the age of 18, and all children have an equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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, suppliers and business partners. It applies during or outside of working hours, every day of the year.

2. What is Child Abuse?

Child abuse consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.

This policy covers all forms of child abuse. Save the Children recognises five categories of child abuse, which are sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted from time to time. The policy also covers any poor safeguarding practice, which results in or creates a risk of child abuse or harm.

Definitions of Child Abuse:

<b>Sexual Abuse</b>	<b>Sexual abuse</b> is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.
<b>Physical</b>	<b>Physical abuse</b> is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/ or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.
<b>Emotional</b>	Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child
<b>Neglect</b>	Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.

	<p>Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.</p>
<b>Exploitation</b>	<p>Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity;</p> <p>(a) in exchange for something the victim needs or wants, and/or</p> <p>(b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual.</p> <p>Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.</p>
<b>Child Labour</b>	<p><b>Child Labour</b> is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:</p> <ul style="list-style-type: none"> <li>• is mentally, physically, socially or morally dangerous and harmful to children; and</li> <li>• interferes with their schooling by: <ul style="list-style-type: none"> <li>• depriving them of the opportunity to attend school;</li> <li>• obliging them to leave school prematurely; or</li> <li>• requiring them to attempt to combine school attendance with excessively long and heavy work.</li> </ul> </li> </ul> <p>If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour. However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.</p> <p>For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.</p> <p>Child labour may also be a form of child slavery. <b>Child slavery</b> is the transfer of a young person (under 18) to another person so that the young person can be exploited.</p>
<b>Zero Tolerance</b>	<ul style="list-style-type: none"> <li>• At Save the Children, we have a culture of <b>zero tolerance</b> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>• This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.</li> <li>• It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.</li> </ul>

Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. 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 child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply chains, and relationships with third parties, 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:

- United Nations Convention on the Rights of the Child (UNCRC);
- UN Secretary General's Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- UK Modern Slavery Act 2015;
- 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.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

### 3. Our approach to preventing the abuse and exploitation of children

Save the Children is committed to preventing child abuse and exploitation, including through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect children from any form of abuse and exploitation in their private and working lives.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of child abuse and exploitation, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of child abuse or exploitation

**Responding:** Ensuring that immediate action is taken to identify and address reports of child abuse and exploitation, and to ensure the safety and well-being of the child/ren involved.

To help you identify incidents of child abuse, exploitation and poor safeguarding practice the following are examples of prohibited behaviour and practice, which are not tolerated by Save the Children:

- a. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
- b. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally

- c. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families
- d. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
- e. Engage anyone under the age of 18 in exploitative and harmful labour
- f. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
- g. Causing the death of or seriously injuring a child due to reckless or careless driving
- h. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
- i. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

#### 4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any child sexual exploitation, sexual abuse or any other form of abuse or exploitation in their working and person lives.

- a) You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- b) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- c) You must **immediately report** any suspicion of child abuse or exploitation occurring in SCI, your organisation or the organisations you work with, that arises during the performance of the terms of this agreement with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- d) When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
  - o act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to [childsafeguarding@savethechildren.org](mailto:childsafeguarding@savethechildren.org))
  - o keep any information confidential between you and the person you report this to.
- e) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

## II: SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY AND PROCEDURE

### Our values and principles

Save the Children has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions and examples below).

All Save the Children employees, partners and vendors have a duty to protect the assets of Save the Children and to comply with relevant laws (including the UK Bribery Act 2010). Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a dishonest manner while carrying out Save the Children's work.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must at all times be observed, so that SCI is compliant with all applicable laws and regulations.

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

### What we do

Save the Children is committed to preventing acts of fraud, 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 fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of fraud, 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 fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

**Responding:** Ensuring that appropriate action is taken to investigate suspicions of fraud, bribery & corruption, and to support and protect SCI assets and resources. SCI is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, bribery, or corruption with respect to relevant individuals (including those who have committed fraud and/or anyone who knew of such fraud but failed to act). SCI will take steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses.

### Definitions and examples of fraud, bribery and corruption

To help you identify cases of fraud, bribery and corruption, some examples have been set out below, however this list is not exhaustive. If in doubt, contact your Save the Children representative or email [scifraud@savethechildren.org](mailto:scifraud@savethechildren.org):

**Fraud:** An act of deception intended for personal gain to obtain an advantage, avoid an obligation or



to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.

- a) embezzlement: improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
- b) collusion: improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);
- c) abuse of a position of trust: improperly using one's position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;
- d) nepotism or patronage: improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);
- e) false accounting: deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);
- f) false invoicing: knowingly creating or using invoices that are false in any way;
- g) expenses fraud: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
- h) payroll fraud: dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating 'ghost' employees or by increasing an individual's salary);
- i) tax or duty evasion: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;
- j) forgery: dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;
- k) brand fraud: dishonestly using Save the Children's name, branding or documentation for personal or private gain;
- l) obstructing proper process: threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;
- m) failing to disclose information: not providing accurate and complete information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a '**conflict of interest**'

**Bribery:** Offering, promising, giving, soliciting or accepting any financial or other advantage (e.g. money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value), to induce the recipient or any other person to act improperly (illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust.) in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. The outcome or reward for which the bribe is offered or given never actually has to occur for it to be a bribe; the promise of such an outcome/reward is sufficient.

- a) paying or offering a bribe: give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;



- b) receiving or requesting a bribe: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
- c) receiving improper benefits: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI's decision-making;
- d) receiving a 'kickback': improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.

**Corruption:** The abuse of entrusted power or position for private gain. It relates to dishonestly accepting, obtaining or attempting to obtain a gift or consideration as an inducement or reward for acting, or omitting to act.

- a) facilitation payments: typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are an inherent risk in Fragile and Conflict affected states and constitute a form of diversion of aid from reaching those intended and potential sources of criminal and or terrorist financing.
- b) improperly seeking to influence a public official: to obtain or retain a business or other advantage either directly, or through a third party by offering, promising or giving a financial or other advantage that is not legitimately due to the official or another person at the official's request or with his/her assent or agreement.

**Conflict of interest:** A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature. A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

### What is expected of you?

- f) You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
- g) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
- h) You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
- i) When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
  - o act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the

Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at [\*\*scifraud@savethechildren.org\*\*](mailto:scifraud@savethechildren.org)

- keep any information confidential between you and the person you report this to.
- j) You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children's work.
- k) You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

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

### III: SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

#### I. 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, suppliers and business partners.*

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

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

<b>Slavery</b>	Exercising powers of ownership over a person
<b>Servitude</b>	The obligation to provide services is imposed by the use of coercion
<b>Forced or compulsory labour</b>	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
<b>Human trafficking</b>	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 you

We expect the same high standards from all of our contractors, suppliers and other partners, and that all third parties working with or for SCI take measures to ensure that modern slavery and human trafficking are not present within their organisations and supply chains.

All those who work for us or on our behalf (including all partners, suppliers, consultants and others to whom this policy applies) should make their staff and others who they work with aware that they

should report any concerns or suspicions of modern slavery within SCI, their organisation, or the organisations that they work with to their SCI contact point, or an SCI Country or Regional Director.

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



## **IV: 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) supports. 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.

## V: SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

### I. Our values and principles

This policy is concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (anyone over the age of 18). This includes direct or indirect beneficiaries of our programming, adults in the wider communities in which we work and those who come into contact with Save the Children or our representatives.

Save the Children has a "Zero Tolerance" approach to Sexual Exploitation and Abuse and does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of sexual abuse or exploitation against vulnerable or other adults associated with its work. All adults have the equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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, suppliers and business partners. It applies during or outside of working hours, every day of the year.

### 2. What is Sexual Exploitation and Abuse?

**Sexual Exploitation and Abuse** refers to all forms of inappropriate conduct of a sexual nature. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
- Sexual sexual activity with commercial sex workers in countries where SCI is delivering programming whether or not prostitution is legal in the host country; and
- Use of a child or adult to procure sex for others.

#### Definitions of Sexual Exploitation and Abuse (SEA):

<b>Sexual Abuse</b>	The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
<b>Sexual Exploitation</b>	Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.
<b>Sexual favours</b>	Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography and so on.
<b>Grooming</b>	The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualised dynamics in the future



Zero Tolerance	<ul style="list-style-type: none"> <li>• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>• This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.</li> <li>• It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.</li> </ul>
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Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is 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 the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is 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:

- All relevant UK laws related to protection from sexual abuse, violence and harm, and those outlining measures for reporting known or alleged cases of abuse;
- Applicable laws in the countries where SCI operates; and
- UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

### 3. Our approach to preventing the abuse and exploitation of adults

Save the Children is committed to preventing the sexual exploitation and abuse of adults, including through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect adults from any form of sexual abuse and exploitation in their private and working lives.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of sexual exploitation and abuse, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of sexual exploitation or abuse of adults in vulnerable populations where we work.

**Responding:** Ensuring that immediate action is taken to identify and address reports of sexual exploitation and abuse and ensure the safety and well-being of the person being sexually exploited or abused.

To help you identify SEA incidents the following are examples of prohibited behaviour:

- g. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
- h. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
- i. Sexual assault.
- j. Forcing sex or someone to have sex with anyone.
- k. Forcing a person to engage in prostitution or production of pornography.
- l. Unwanted touching of a sexual nature.

#### 4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any sexual exploitation and abuse in their working and person lives.

- l) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- m) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- n) You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
  - Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
  - Keep any information confidential between you and the person you report this to.
- p) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

## VI: SAVE THE CHILDREN'S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY

### 1. Our values and principles

Save the Children's Anti-harassment, Intimidation and Bullying Policy expresses our commitment to maintain a workplace that is free of harassment, so that all those who work for SCI can feel safe and happy. We will not tolerate anyone harassing, intimidating, or bullying others in the workplace. We also prohibit wilful discrimination based on sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability and other aspects of identity. Save the Children expects the same standards to be applied by partners, contractors and supplier and all third parties associated with our work.

Save the Children takes a zero tolerance approach to any form of Harassment, Sexual Harassment, Intimidation and Bullying (as those terms are defined in this policy) in and outside of the workplace, including sexual exploitation and abuse and any conduct that is discriminatory or disrespectful toward others. This includes on SCI premises, in the communities in which we work or elsewhere, and whether during or outside of working hours.

All adults have the equal right to protection regardless of any personal characteristic, including their sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability. SCI does not tolerate any action that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

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, suppliers and business partners. It applies during or outside of working hours, every day of the year.

### 2. What is Harassment, Intimidation and Bullying?

#### Definitions of Harassment, Intimidation and Bullying

Word/Term	Definition
<i>Harassment</i>	<b>Harassment</b> consists of unwanted conduct, whether verbal, physical or visual, which is related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.
<i>Sexual Harassment</i>	<b>Sexual Harassment</b> consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

	<p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p> <p>(a) unwanted physical contact, ranging from touching to sexual assault and rape;</p> <p>(b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;</p> <p>(c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</p> <p>d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or</p> <p>(e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.</p>
<i>Intimidation</i>	<p><b>Intimidation</b> is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.</p>
<i>Bullying</i>	<p><b>Bullying</b> is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: <b>(i)</b> makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and <b>(ii)</b> a reasonable observer would identify as amounting to bullying behaviour.</p>
<i>Sexual Exploitation</i>	<p>Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.</p>
<i>Sexual Abuse</i>	<p>The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include</p>

	threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).
<i>Discriminatory and disrespectful behaviour</i>	Other forms of harassment [that] may relate to a person's gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	<ul style="list-style-type: none"> <li>• At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.</li> <li>• This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.</li> <li>• It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.</li> </ul>

SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is 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 all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where SCI operates

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

### 3. Our approach to anti-harassment, intimidation and bullying

Save the Children is committed to preventing all forms of harassment, intimidation and bullying through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to prevent any form of harassment, intimidation and bullying in the workplace.

**Prevention:** Promoting a safe and healthy working environment by applying all relevant policies and mechanisms to ensure that staff and those who work with Save the Children understand and minimise the risks of any form of harassment, intimidation and bullying.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of any form of harassment, intimidation and bullying in the workplace.

**Responding:** Ensuring that immediate action is taken to identify and address reports of any form of harassment, intimidation and bullying in the workplace and ensure the safety and well-being of the survivor/victim.

#### 4. The commitment we expect from you

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to provide a safe and healthy working environment including protection from bullying and harassment at work.

You must have a zero-tolerance policy on any form of harassment, intimidation and bullying in the workplace and take all measures available to you to prevent and respond to any actual, attempted or threatened harassment, intimidation and bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.

- q) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving SCI staff or representatives, or your organisation's employees or representatives that arises during performance of the terms of this Agreement.
- r) You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in SCI, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- s) When you or any staff working for Save the Children under your control suspect or become aware of a harassment, intimidation or bullying concern in relation to work for Save the Children, you are obliged to:-
  - o Act quickly and immediately report suspicions or knowledge of any harassment, intimidation or bullying concern or incident to a relevant contact at Save the Children (which could include the Save the Children Country Director / Regional Director).
  - o Keep any information confidential between you and the person you report this to.
- t) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

[SCHEDULE 5  
FRAMEWORK PURCHASERS] *[include if required]*

*[Each Regional Offices and/or Country Offices and/or Advocacy Offices that will be allowed under the Procurement Manual to call off services under this FWA must be listed here.*

*If all Regional and Country Offices will be allowed to call off services under this FWA, insert the following text:  
All country and programming offices of SCI from time to time, a list of which is found in SCI's Annual Trustee Report: <https://www.savethechildren.net/about-us/our-finances.>]*

## 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:

<b>Slavery</b>	Exercising powers of ownership over a person
<b>Servitude</b>	The obligation to provide services is imposed by the use of coercion
<b>Forced or compulsory labour</b>	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
<b>Human trafficking</b>	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:

- m. '**Chattel slavery**', in which one person owns another person.
- n. '**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.
- o. '**Serfdom**', which is when a person has to live and work for another on the other's land.
- p. '**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.
- q. '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.
- r. '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.



**APPENDIX 6 – Certification Regarding Terrorism**

We the ..... hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

Signed

On behalf of the Contractor/Firm

**APPENDIX 7 – Compliance with Anti-money laundering policy of Bangladesh Bank**

Compliance with Anti-money laundering Policy of Bangladesh Bank

(Link : [http://www.bangladesh-bank.org/aboutus/regulationguideline/aml/nov202013\\_ngo\\_guidelines.pdf](http://www.bangladesh-bank.org/aboutus/regulationguideline/aml/nov202013_ngo_guidelines.pdf))