**INVITATION TO TENDER**

**FOR SAVE THE CHILDREN INTERNATIONAL**

**South Sudan**

**25th March 2020**

**Printing and Branding of Materials**

|  |  |
| --- | --- |
| **Date:** | **25th March 2020** |
| **Invitation to Tender (ITT) Reference No:** | **ITT-SCI-SS-2020-002** |

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of Education Kits for the South Sudan Country Office. 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**](#_PART_1_–)
* Introduction to SCI
* Project Overview and Requirements
* Award Criteria
* Instructions & Key Information
* [**Part 2 : Core Requirements and Specification**](#_PART_2_–)
* Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
* [**Part 3 : Bidder Response Document**](#_PART_3_–)
* A template to be used to submit your response to this Invitation to Tender.
* Appendix 1 Quotation, to be completed and submitted as part of your bid response
* Includes the Terms & Conditions of Bidding.
* [**Part 4 : Appendices**](#_PART_4_-)
  + 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 **5:00 pm on 24thApril 2020** using the Bidder Response Document provided in [Part 3](#_PART_3_–) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#_INSTRUCTIONS).

Queries should be directed to **Juba.procurement@savethechildren.org**

We look forward to receiving your response.

**Mansoor Anwar**

**Head of Supply Chain and Administration.**

# **PART 1 – INVITATION TO TENDER**

## **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)



## **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 etc.) can be found in [Part 2](#_PART_2_–) (Core Requirements & Specifications) of this Tender Pack.

|  |  |
| --- | --- |
| **Item** | **Description** |
| **Country** | *South Sudan* |
| **Description of goods or services** | ***The Country Office of South Sudan has a requirement for printing and Branding of Materials for Visibility purpose.*** |
| **Duration** | ***Two (2) year Framework Agreement*** |
| **Agreement Type** | ***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.*** |

## **AWARD CRITERA**

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 criterion is scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

### **3.2 CAPABILITY CRITERIA**

These are criteria will have used to evaluate the bidder's 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.

### **3.3 COMMERIAL 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 at least 40%. The Capability Criteria will account for up to 60% of the score.

## **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.

## **VETTING**

Prior to a bidder supplying any goods / services to Save the Children they must first be vetted. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists Politically Exposed Persons Lists. If a bidder returns no adverse findings during the vetting process, they will be cleared to work with Save the Children.

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.

## **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 | **25th March 2020 from 9:00 am -4:30pm** |
| Deadline for questions from Bidders | **15th April 2020 at 5:00 pm** |
| Deadline for Return of Bids | **24th April 2020 at 5:00 pm** |
| Bid Clarifications | **17th April 2020 at 5:00 pm** |
| Award Contact | **1st June 2020** |

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](#_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. 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 provided templates may be treated as void**.

Bids should be submitted electronically:

**Paper Submission**

* Two hard copies of bid submitted on headed paper
  + Bids to be submitted to **Save the Children International, Hai Malakal, Juba South Sudan**
  + Bids should be submitted in a single sealed envelope addressed to

**Tender Committee,**

**ITT/SCI/SSD/2020/001**

**Save the Children International**

**Hai Malakal,**

**Juba, South Sudan**

* + The envelope should clearly indicate the Invitation to tender reference number **ITT/SCI/SSD/2020/002**, 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.
  1. **CLARIFICATION QUESTIONS**

**Suppliers have an opportunity to submit clarification questions regarding any aspect of this tender pack:**

* The deadline for submitting clarification questions is **17th April 2020 at 5:00pm**
* Clarification questions should be sent to [Juba.Procurement@savethechildren.org](mailto:Juba.Procurement@savethechildren.org) whereupon you will receive an automatic e-mail confirming receipt
* All suppliers who submit a question will receive a response no later than **20th April 2020 at 5:00pm**
* The responses to all questions will be shared with all suppliers simultaneously
  1. **CLOSING DATE FOR BID SUBMISSION**

Your bid must be received, at the specified email address, no later than **5:00pm on 25th April.** 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.

**Negash Wondimagegn**

**Procurement Manager**

**Save the Children**

**Juba, South Sudan**

**Juba.procurement@savethechildren.org**

Please be advised local working hours are **9.00am – 5.00 pm.**

Please allow up to three 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**

* **BRIEF INTRODUCTION TO SCI OPERATION AND PROGRAMMING ACTIVITIES AT SAVE THE CHILDREN SOUTH SUDAN**

Save the Children believes every child deserves a future. In South Sudan and around the world, we give children a healthy start in life, the opportunity to learn and protection from harm. We do whatever it takes for children every day and in times of crisis – transforming their lives and the future we share.

Save the Children operates in all the 10 states in South Sudan running different projects under different awards implementing different projects such as Education, Health and Nutrition, Child and youth protection, Food Security and Livelihood etc.

**OVERVIEW OF REQUIREMENTS FOR SAVE THE CHILDREN SOUTH SUDAN**

The South Sudan office has a requirement for the Visibility materials mentioned within this ITT that helps in creating awareness to south Sudanese children and community stake holders for the various projects that is being implemented.

This also helps in accounting to the various Donors that funds the various projects being implemented.

Through this proposed intervention, Save the Children will strive to provide continued access to protective, quality and equitable project implementation for South Sudanese children. This will be achieved through:

* **SPECIFIC REQUIREMENTS**

Save the Children South Sudan has a requirement for the provision of Visibility Materials for its different programming activities, to bedelivered to **SCI-Warehouse in Gumbo within Juba.**

|  |  |
| --- | --- |
| **Visibility Materials** | |
| Branding Materials | T-Shirts,Caps,Banners,Jackets,Rain coats, Umbrellas etc. as detailed in the specification section below. |
| Printing Material | Banners, Research Booklets Etc |

We intend to enter into a two (2) year Framework Agreement with the successful bidder and therefore invite your submission for this Invitation to Tender, in accordance with the conditions detailed in the attached documents.

Indicative spend, calculated based on current and historical spend is $250,000 (USD) for all the visibility materials described within this Invitation to Tender.

This is for information purposes only and it should be noted that annual spend and volumes may increase or decrease for the duration of the Framework Agreement offered under this Tender.

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

* **SPECIFICATIONS**

Please find tables below which provides details on the components of each kit. The requirement by Save the Children are that these kits are to be provided fully assembled at point of delivery:

|  |  |
| --- | --- |
| PR line item | **Description of Goods / Services** |
| 1 | Printing of Round Neck T shirts with SCI & Donor LogosSizes S,M,L,XL,XXL(With different colors, sizes& Messages) |
| 2 | Printing of V Neck T shirts with SCI & Donor Logos Sizes S,M,L,XL,XXL(With different colors ,sizes & Messages) |
| 3 | Embroidering Round Neck T shirts with SCI & Donor(s) Logos Sizes S,M,L,XL,XXL(With different colors, sizes& Messages) |
| 4 | Embroidering V Neck T shirts with SCI & Donor(s) Logos Sizes S,M,L,XL,XXL(With different colors, sizes& Messages) |
| 5 | Printing of Base Ball Caps with SCI & Donor(s) Logos Canvas Material with Embroidery |
| 6 | Printing of Base Ball Caps with SCI & Donor(s) Logo Canvas Material with Printing |
| 7 | Printing of Paper Caps with SCI & Donor(s) Logos Manilla paper |
| 8 | Printing of Hat with SCI & Donor(s) Logos Canvas/Khaki Material with Printing (100% Cotton) |
| 9 | Printing of Flags 18''X29"material : Red Nylon with white logo printing |
| 10 | Printing of Flags 34"X58"material : White Nylon with Red logo printing |
| 11 | Printing of Flags 11.8''X5"material : Red Nylon with white logo printing and vice versa |
| 12 | Printing and supply of ID holders and lanyards Material : Red Strap |
| 13 | Branding and Supply of of Pens with SCI and Donor Logo |
| 14 | Branding and Supply of Water Bottles Material : Food grade (Clear) different colors 1.5 Litre (1500ML)Plastic |
| 15 | Branding and supply of Water Bottles Material : Food grade (Clear) different colors 1Litre (1,000ML)Plastic |
| 16 | Branding and Supply of Water Bottles Material : Food grade (Clear) different colors 2 Litre (2000ML)Plastic |
| 17 | Branding and supply of Water Bottles Material :water container steel stainless ( 1 liter) |
| 18 | Branding and supply of Water Bottles Material :water container steel stainless ( 1.5 liter) |
| 19 | Brnaing and Supply of Water Bottles Material :water container steel stainless ( 2 liter) |
| 20 | Branding and supply of tea cups Material : Ceramic With different colors & message |
| 21 | Printing and supply of Packing Taps Material : Clear Red/White Plastic |
| 22 | Printing and supply Safety Sticker (seat belt)Size: 2"X5" , Material : Vinyl |
| 23 | Printing and supply “No Weapons symbol” Stickers Size: 2"X5" , Material : Vinyl |
| 24 | Magnetic Logo Decal Size: 16” x 18” |
| 25 | Extra Large Logo Sticker Size: 16” x 18” |
| 26 | Large Logo Sticker Size: 10.5 x 11.5” |
| 27 | Medium Logo Sticker Size: 4.5” x 5.5” |
| 28 | Small Logo Sticker Size: 1.5” x 2” |
| 29 | Vehicle stickers to be branded with SCI Logo-A3 size (23.6" x11.8") |
| 30 | Vehicle stickers to be branded with SCI Logo-A3 size (23.6"x15.7") |
| 31 | Printing and supply POLO T shirts with Printing (Different messages colors & Sizes) |
| 32 | Printing and supply POLO T shirts with Embroidery(Different messages colors & Sizes) |
| 33 | Printing and supply POLO T shirts with pocket with Embroidery(Different messages colors & Sizes) |
| 34 | Printing and supply Rain Coats(One size fits all) With different messages colors & Sizes) |
| 35 | Printing and supply of hand umbrellas with SCI & Donor Logos ith different messages colors & Medium size |
| 36 | Printing and supply of hand umbrellas with SCI & Donor Logos ith different messages colors & Big size |
| 37 | Printing and supply of Table umbrellas big sizer with SCI & Donor Logo With different messages colors & Big size) |
| 38 | Printing and supply half Jacket with SCI and Donor(s) Logos With different messages colors & Sizes) Khaki 100% Cotton |
| 39 | Printing and supply Reflective jacket with SCI and Donor(s) Logos With different messages colors & Sizes) |
| 40 | Branding and supply of School bag for Children with SCI and Donor Logo (different messages colors & Medium sizes) |
| 41 | Printing and supply of Back packs(standard size) with SCI and Donor Logo (different messages colors & Big sizes) |
| 42 | Branding and supply of Back packs laptop type the best quality with SCI Logo (different messages colors & Medium sizes |
| 43 | Printing and supply of Cloth Banner Size 1X1 sq.mtr |
| 44 | Printing and supply of Cloth Banner Size 2X1 sq.mtr |
| 43 | Printing and supply of Cloth Banner Size 3X1 sq.mtr |
| 44 | Printing and supply of Flex (PVC) Banner 1x0.5mtr |
| 45 | Printing and supply of Flex (PVC) Banner 1x1mtr |
| 46 | Printing and supply of Flex (PVC) Banner 1x2 mtr |
| 47 | Printing and supply of Flex (PVC) Banner 1x3 |
| 48 | Printing and supply of Flex (PVC) Banner2x3 |
| 49 | Branding and supply of Diary with SCI & Donor Logo Size A4 |
| 50 | Branding and supply of Diary with SCI & Donor Logos Size A5 |
| 51 | Branding and supply of metallic sign post with Standard stand size for each size 1x1Mtr |
| 52 | Branding and supply of metallic sign post with Standard stand size for each size 1x2mtr |
| 53 | Branding and supply of metallic sign post with Standard stand size for each size 1x3mtr |
| 54 | Branding and supply of metallic sign post with Standard stand size for each size 2x2mtr |
| 55 | Branding and supply of metallic sign post with Standard stand size for each size 2x3mtr |
| 56 | Branding and supply of metallic sign post with Standard stand size for each size 2x4mtr |
| 57 | Branding and supply of metallic sign post with Standard stand size for each size 50cmx60cm |
| 58 | Branding and supply of metallic sign post with Standard stand size for each size 1.5x1.2mtr |
| 59 | Printing and Supply of plastic sheet with SCI and Donor Logos 4X5Meters, 4x6 Mtr Standard (White or blue color) |
| 60 | Printing of plastic sheet with SCI and Donor Logos 4X5Meters, 4x6 Mtr Standard (White or blue color) |
| 61 | Printing and supply of A4 Certificates on 300 gsm art card, full color Printing |
| 62 | Printing and supply of Business Cards on 300 gsm art card, full color Printing |
| 63 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color Front & Back (with Art work) |
| 64 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color Front & Back (with Art work) |
| 65 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color Front & Back (with Art work) |
| 66 | Printing of A3 size poster / Flyer/Brochure on 130 gsm art paper in full color one side (with Art work) |
| 67 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color one side (with Art work) |
| 68 | Printing of A5 size poster / Flyer/Brochure on 130 gsm art paper in full color one side (with Art work) |
| 69 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color Front & Back (with Art work) |
| 70 | Printing of A4 size poster / Flyer/Brochure on 130 gsm art paper in full color Front & Back (with Art work) |
| 71 | Printing of A5 size (Carbonized) books (SCI Cash Disbursement Vouchers) one color Printing (1+1) W/P 25Pages with three cc each |
| 72 | Printing of A5 size (Carbonized) books (SCI Cash Disbursement Vouchers) one color Printing (1+1) W/P 50Pages with three cc each |
| 73 | Printing of A4 size (Carbonized) books (SCI Deliver Report, Waybill, Asset Register Books) one color Printing (1+1) W/P 100Pages with three cc each |
| 74 | Printing of A4 size (Carbonized)books one color Printing (1+2) W/P/B |
| 75 | Printing of A4 size (Carbonized) books one color Printing (1+3) W/P/B |
| 76 | Printing of A2 size Poster in full color Printing on 130 gsm art paper |
| 77 | Printing of A3 size Poster in full color Printing on 130 gsm art paper |
| 78 | Printing of A5 size Poster in full color Printing on 130 gsm art paper |
| 79 | Printing of A2 size Poster with sticker in full color Printing on 130 gsm |
| 80 | Printing of A3 size Poster with sticker in full color Printing on 130 gsm |
| 81 | Printing of A5 size Poster with sticker in full color Printing on 130 gsm |
| 82 | Printing of A4 size Letter heads |
| 83 | Printing of A4 size letter Heads on Bond paper in full color |
| 84 | Printing of Envelops A3 (SCI logo) |
| 85 | Printing of Envelops A 4 paper (SCI logo) |
| 86 | Printing of Envelops A 5 paper (SCI logo) |
| 87 | Branding and Supply of Sports uniforms(For Boys) with SCI & Donor Logos |
| 88 | Branding and Supply of Sports uniforms( For girls) with SCI & Donor Logos |
| 89 | Branding and Supply on 15-20litre basin with SCI & Donor Logos |
| 90 | Branding and Supply on 20litre Jerry cans with SCI & Donor Logos |
| 91 | Printing Hospital: Postnatal Care (PNC) Register- 200 pages |
| 92 | Printing Hospital: Internal Care (ANC) Daily Register- 200 Pages |
| 93 | Printing Hospital Delivery Register- 200 Pages |
| 94 | Printing Hospital Out Patient Department (OPD) Under 5 yrs register |
| 95 | Printing Hospital Out Patient Department (OPD) above 5 yrs register |
| 96 | Kanga with SCI and Donor logos & message |
| 97 | Lau (lawaah) with logos & message |
| 98 | Head scarf/Bandana 1.5M for women with message and SCI and Donor Logo |
| 99 | Head scarf/Bandana 0.5M for women with message and SCI and Donor Logo |
| 100 | Branding and Supply of Approns with Head capes |
| 101 | Printing of Table calendar spiral bound A4 size with messages |
| 102 | Printing of Table calendar spiral bound A5 size with SCI and Donor logo messages |
| 103 | Printing of wall calendar spiral bound A2 size with SCI and Donor logo and messages |
| 104 | Branding and supply of Water container 50 litter food grade material with SCI & donor logo with Metallic Stand |
| 105 | Branding and supply of Water container 50 litter food grade material with SCI & donor logo without Metallic Stand |
| 106 | Branding and supply of Water container 100 litter food grade material with SCI & donor logo with Metallic Stand |
| 107 | Branding and supply of Water container 100 litter food grade material with SCI & donor logo without Metallic Stand |
| 108 | Branding and supply of Water container 200 litter food grade material with SCI & donor logo. |
| 109 | Branding and supply of Water container 500 litter food grade material with SCI & donor logo. |
| 110 | Branding and supply of Water container 1000 litter food grade material with SCI & donor logo. |
| 111 | Printing of SCI Stamp with different shapes( round,rectangular and Oval shape) |
| 112 | Branding and Supply of Silicon Bags with SCI and Donor Logos-Standard size that can fit A3 size register. |
| 113 | Printing of Bin Cards on a hard paper-A4 size in full colour. |
| 114 | Printing of A3 size Registers(120-pages with 3 Carbon papers, 1 original &2 copies) |
| 115 | Printing of laminated posters (water proof)with messages SCI and Donor Logo size:1mx1m |
| 116 | Printing of laminated posters (water proof) with messages SCI and Donor Logo size: A1 |
| 117 | Printing of laminated posters with messages SCI and Donor Logo size:A3 |
| 118 | Printing of laminated posters with messages SCI and Donor Logo size:A4 |
| 119 | Pull up Banner standard size |
| 120 | Class registers A3 size to be branded with SCI and Donor Logo in full colour with perfect binding |
| 121 | Lesson preparation books A3 size to be branded with SCI and Donor Logo in full colour with perfect binding |
| 122 | Branding of Note Book with SCI and Donor Logo with 200 pages size:21.2 cm x 15cm which is close to A5 size with Logos in all the pages-Full colour. |

# **PART 3 – BIDDER RESPONSE DOCUMENT**

1. **INTRODUCTION**

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

1. [Section1 - Key information](#_SECTION_1_–)
2. [Section 2 – Essential Criteria](#_SECTION_2:_ESSENTIAL)
3. [Section 3 – Capability Questions](#_SECTION_3_–)
4. [Section 4 – Commercial Questions](#_SECTION_4_–)
5. [Section 5 – Bidder Submission Checklist](#_SECTION_5_–)
6. [Schedule 1 – Terms & Conditions of Bidding](#_SCHEDULE_1_–)

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**.

1. **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** | | | |
| **Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).** | **Job Title** | **Role** | **E-mail Address** |
|  |  |  |

## **SECTION 2 - ESSENTIAL CRITERIA**

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

|  |  |  |  |
| --- | --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** | |
| ***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’. | **Yes / No** | **Comments / Attachments** |
|  |  |
| ***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 | **Yes / No** | **Comments** |
|  |  |
| ***3*** | The bidder confirms it is not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU. | **Yes / No** | **Comments** |
|  |  |
| ***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*** |  |
| ***4*** | The Bidder confirms it is registered with the appropriate authorities in South Sudan for the purposes of trade or is willing to register upon award of the Framework Agreement:   * Operation Licence from Ministry of Finance * Tax identification certificate from Ministry of Finance * Tax clearance certificate from Ministry of Finance. * Certification of Incorporation from ministry of Justice and Constitutional Affairs | **Yes / No** | **Comments** |
|  |  |
| **Requirement** | **Bidder Response / Attachments** |
| ***Operation License*** |  |
| ***Tax Identification*** |  |
| ***Tax Clearance Certificate*** |  |
| ***Certification of Incorporation*** |  |
| ***5*** | The Bidder is able to meet the minimum required specifications as set out in the ITT and be able to deliver the fully to Juba. And  **Address: Save the Children International, Logistics Hub, next to Ministry of Communication, Bor Road, Gumbo, Juba (Juba Port)** | **Yes / No** | **Comments** |
|  |  |
| ***6*** | Supplier is able to share three (3) examples of their experience of providing Printing & Visibility Material to organisations like Save the Children, public institutions or other large multinationals. For each example, please provide:   * Name of Organisation * Volumes supplied * Project Description (if applicable) | **Yes / No** | **Comments** |
|  |  |
| **Requirement** | **Bidder Response / Attachments** |
| Example 1 |  |
| Example 2 |  |
| Example 3 |  |

## 

## **SECTION 3 – CAPABILITY QUESTIONS**

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

|  |  |  |  |
| --- | --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** | |
| ***1*** | Please provide proof of your previous experience in same supplies & services with NGO’s/UN Agencies with in South Sudan**.** As in evidence you are requested to provide a copy of purchase order as a proof of each year of experience | Bidder Response | **Attachment(s)** |
|  |  |
| ***2*** | Please indicate in how many days you will be able to provide a sample physically (if requested) | **Bidder Response** | **Attachment(s)** |
|  |  |
| ***3*** | Please Indicate the delivery lead time after the order is confirmed based on approved sample. (Indicate in Days) | **Bidder Response** | **Attachment(s)** |
|  |  |
| ***4*** | Are you able to provide Warranties & Guaranties on supplies/Services delivered to SCI? Please indicate for each type of supply or Services like Stationary items, printing quality, Product quality that is used for printing | **Bidder Response** | **Comments** |
|  |  |
| ***5*** | Do you have Stock of supplies that you are bidding for in your warehouse with in South Sudan? If yes, please mention warehouse address. | **Bidder Response (Y/N)** | **Attachment(s)** |
|  |  |
| ***6*** | Do you have your own production machines for Printing & embroidery with in South Sudan? If yes, please mention here the physical address | **Bidder Response (Y/N)** | **Comments** |
|  |  |
| ***7*** | Are you able to provide Bank Statement for previous 6 months for bank Account registered on your company name with bank in South Sudan? If yes, please provide original copy of the statement stamped by the relevant bank. | **Bidder Response** | **Comments** |
|  |  |
| ***8*** | If your company has been audited for year 2019 or 2018? If yes, please provide copy of the audit report | **Bidder Response** | **Comments** |
|  |  |
| 9 | If your company has bank Account with in South Sudan? If Yes, please mention the Bank name. | **Bidder Response** | **Comments** |
|  |  |
| 10 | If your company is able to deliver supplies Directly to SCI offices with in South Sudan? Please types Yes/No in front of Each Filed office that you are able to deliver supplies directly. | **Bidder Response (Y/N)** | **Comments** |
| Juba (Central Equatorial) |  |  |
| Nimule (Eastern Equatorial) |  |  |
| Torit (eastern Equatorial) |  |  |
| Kapoeta (Eastern Equatorial) |  |  |
| Bor ( Jonglei) |  |  |
| Rumbek (Lakes State) |  |  |
|  | Maban (Upper Nile) |  |  |
|  | Malualkon (northern Bah a gazal) |  |  |
|  | Lankien (Jonglei) |  |  |
|  | Akobo (Jonglei) |  |  |
|  | Agok (Abeyi Administrative Area) |  |  |

## **SECTION 4 – COMMERCIAL QUESTIONS**

1. ***Please confirm you can fix the prices submitted in as part of your bid submission for a period of 24 months (Yes/ No):***

|  |
| --- |
|  |

1. ***If you answered ‘No’ to the above question (Question 1), please indicate how long the prices in the below table can remain fixed for:***

|  |
| --- |
|  |

1. ***Please complete the attached ‘Appendix 1 Quotation’ excel document, ensuring that all fields are complete and those fields that are not applicable are marked with ‘N/A.’***

## 

## **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 | | |  | |
| 5. | Appendix 1 Quotation | | |  | |
|  | | | | | |
| **We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:** | | | | | |
| **Section** | | **Required Document / Evidence** | | | **Please Tick** |
| **Essential Criteria Evidence** | | Proof of legitimate business address | | |  |
| Copy of tax registration number & certificate | | |  |
| Copy of business registration certificate | | |  |
| Operation Licence from Ministry of Finance | | |  |
| Tax identification certificate from Ministry of Finance | | |  |
| Tax clearance certificate from Ministry of Finance | | |  |
| Certification of Incorporation from ministry of Justice and Constitutional Affairs | | |  |
| **Capability Criteria Evidence** | | Completed Bidder Response Document | | |  |
| Copies of purchase Order as a proof of experience for each year | | |  |
| Bank Statement for previous 6 months | | |  |
| Audit report for Year 2019 or 2018? | | |  |
| **Commercial Criteria Evidence** | | Completed Bidder Response Document | | |  |
| Completed ‘Appendix 1 Quotation’ | | |  |
|  | | |  |
|  | | |  |
|  | | | | | |
| **We, the Bidder, hereby confirm we compliance with the following policies and requirements:** | | | | | |
| **Policy** | | | **Signature** | | |
| Conditions of Tendering | | |  | | |
| Terms & Conditions of Purchase | | |  | | |
| Child Safeguarding Policy | | |  | | |
| Anti-Bribery & Corruption Policy | | |  | | |
| Human Trafficking & Modern Slavery Policy | | |  | | |
| IAPG Code of Conduct | | |  | | |

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

Signature

……………………………………………………………………. 

Name

…………………………………………………………………….. 

Job Title

…………………………………………………………………….. 

Company

……………………………………………………………………... 

Date

……………………………………………………………………...

## **SCHEDULE 1 – TERMS & CONDITIONS OF BIDDING**

**Definitions**

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

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

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

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

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

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

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

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

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

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

1. **The Contract**

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

1. **Late tenders**

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

1. **Correspondence**

All communications from 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 supplier s to ensure fairness in the process.

1. **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.

1. **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.

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **Non-Disclosure and Confidentiality**

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.

1. **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.

1. **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.

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **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).

1. **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.

1. **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.

1. **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 Children’s Safeguarding Policy

**Appendix 3** – Save the Children’s Anti-Bribery and Corruption Policy

**Appendix 4** – Save the Children’s Human Trafficking and Modern Slavery Policy

**Appendix 5** – Code of Conduct for IAPG Agencies and Suppliers

## **APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE**

**FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS**

SCI contract reference number: [insert]

**THIS AGREEMENT** is dated [*insert date of execution or date of last signature*]

**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 goods to the Customer[ and the Framework Purchasers] from time to time on a call off basis.
2. This Framework Agreement sets out the general principles applicable to all supplies of goods by the Supplier to the Customer [and the Framework Purchasers]. The specific provisions applicable to each supply of goods will be set out in individual purchase order forms, which may be issued by the Customer [or any of the Framework Purchasers].

**GENERAL PROVISIONS**

**Definitions and interpretation**

In this Agreement unless the context requires otherwise:

**Applicable Privacy Laws**: all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules, regulatory requirements and regulations of any applicable jurisdiction, including: (i) the Data Protection Act 2018; (ii) unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then (iii) any successor legislation to the General Data Protection Regulation that applies in the UK or to the Data Protection Act 2018.

**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 SCA, SCA members and associate members that the Supplier receives during the term of the Agreement.

**Contract**: has the meaning given to it in Clause 0 of the Agreement.

**Controller** has the meaning given to it under the General Data Protection Regulation

**Customer Personal Data**:has the meaning given in Clause 2.1 of the Agreement.

**Deliverables**: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**[Framework Purchasers:** means the entities listed in Schedule 4 which may be varied in accordance with Clause 0.]

**General Data Protection Regulation**: Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**Incoterms**: the international rules for the interpretation of trade terms of the International Chamber of Commerce, 2010 version. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in this Agreement, but if there is any conflict between the provisions of Incoterms and this Agreement, the latter shall prevail.

**Member State**: a member state of the European Union.

**Order**: any order of Goods by the Customer pursuant to a Purchase Order Form.

**Personal Data**: has the meaning given to it under Applicable Privacy Laws.

**Processor** has the meaning given to it under the General Data Protection Regulation

**Purchase Order Form**: has the meaning given to it in Clause 0 of the Agreement.

**SCA**: Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.

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:

* + 1. this form of the Agreement;

the Purchase Order Form;

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

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.

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

* + 1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a Party includes its personal representatives, successors or permitted assigns.

[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.]

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.

Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**Duration and Commencement**

The Agreement shall commence on [the date of this Agreement or \*\*\*\*] and shall end on [insert end date] (“**Initial Term**”).

**Goods**

The Supplier is appointed to provide the goods listed in Schedule 1 (the "**Goods**").

The Customer [and/or any Framework Purchaser] may, at its absolute discretion and from time to time during the term of the Agreement, order specific Goods from the Supplier using the Purchase Order Form, a template version of which is attached as Schedule 2 to this Agreement.

The contract between the Supplier and the Customer [or Framework Purchaser] in respect of any individual order of Goods will comprise the terms of this Agreement and the applicable Purchase Order Form (together, the "**Contract**").

The Parties acknowledge and agree that:

* + 1. the supply of goods under this Agreement is not an exclusive arrangement;

the Customer may purchase from any third party goods that are the same as, or comparable to, the Goods; and

the Supplier may supply to any third party goods that are the same as, or comparable to, the Goods.

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 of values of the Goods 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.

**Price for the Goods**

The price for Goods called off from this Agreement shall be calculated in accordance with the reference rates set out in Schedule 1.

The reference rates for the Goods shall remain fixed for [the duration of this agreement]

The Supplier shall:

* + 1. provide a competitive price for the Goods at all times; and

advise the Customer of potential savings for every order placed by the Customer.

Unless stated in Schedule 1 or the applicable Purchase Order Form, prices shall be deemed to include packing, labelling, carriage, insurance, delivery, storage, royalties and licence fees (if applicable), quality assurance and quality control costs and all other charges, taxes, duties and impositions and shall not be subject to alteration for any reason whatsoever.

**Invoicing and payment**

Invoices for the Goods supplied under a Contract shall be sent on, or after, delivery of the Goods to the Customer’s satisfaction. Each invoice must quote the order number, be in the currency stated in [Schedule 3] and addressed to the contact specified in [Schedule 3

Correctly rendered invoices will be paid either within 45 days from the date of invoice or within 45 days of delivery, whichever is the later.

Without prejudice to its rights in Clause 0, the Customer reserves the right to withhold payment or (where payment was already made) request a reimbursement in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the applicable Contract.

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.

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.

**Change to Goods and Unavailability of Goods**

For each Order, the Customer may at any time, in writing, make reasonable changes to the Goods described in a Purchase Order Form. If any changes cause an increase or decrease in the cost of, or the time required for the supply or performance of, such Goods, an equitable adjustment shall be made in Supplier’s fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within 10 days 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.

The Customer may at any time, in writing, make reasonable changes to the Goods described in Schedule 1 in accordance with Clause 0.

The Supplier shall promptly give notice to the Customer in the event that the Supplier considers there is a reasonable chance that it will be unable to supply, or there will be significant delays in the supply of the Goods as described in:

* + 1. a Purchase Order Form; or

Schedule 1 to this Agreement.

If the Supplier gives notice under Clause 0(a), the Customer will have the right to terminate the Contract in accordance with Clause 1.3. If the Supplier gives notice under Clause 0(b), the Parties shall amend the description of Goods in Schedule 1 in accordance with Clause 0.

**The Goods**

The Supplier represents and warrants that it has the right to and shall sell the Goods free of any charge, lien or other encumbrance.

In providing the Goods, the Supplier shall:

* + 1. ensure that the Goods shall correspond with their description and specifications in the Agreement, and if applicable, the Purchase Order Form for that Order and any other specification or quality documentation agreed by the parties, and that they comply with all applicable statutory and regulatory requirements;
    2. ensure that the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgment;
    3. use the best quality goods, materials, standards and techniques, and ensure that the Goods, will be free from defects in workmanship, material and design;
    4. ensure that the Goods shall comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
    5. ensure that the Goods are stored and shipped under such storage conditions as are appropriate to ensure that the Goods are maintained in good condition at all times during the delivery process
    6. 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 Goods; and
    7. not infringe the rights of any third party or cause the Customer to infringe any such rights.

The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary to carry out its obligations under the Agreement.

The Customer reserves the right at any time before or after delivery to inspect and test the Goods and inspect the premises where the Goods are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 0, the Customer shall inform the Supplier and at its discretion may exercise its rights under Clause 0.

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

**Delivery**

The Supplier shall ensure that:

* + 1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

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.

The Supplier shall deliver the ordered Goods to the location as specified in the applicable Order or as instructed by the Customer.

The Supplier shall deliver the ordered Goods in accordance with the lead times specified in Schedule 1 or as instructed by the Customer.

Delivery shall be made during the Customer’s usual business hours unless otherwise agreed.

Time shall be of the essence in respect of this Clause 0. If the Supplier fails to comply with the time requirement referred to in Clause 0 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Goods which are not accepted.

Delivery of the Goods shall take place on the completion of the physical transfer of the Goods from the Supplier or its agents to the Customer or its agents at the delivery address as set out in the Order. Title and risk in the goods will pass to the Customer on completion of delivery of the Goods.

The Customer shall not be deemed to have accepted any Goods until the Customer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Signature of a delivery note shall not constitute or imply acceptance by the Customer.

The Supplier shall specify in the delivery note if packaging or packing materials are required to be returned. All packaging and packing materials shall be returned at the cost of the Supplier.

**Customer Remedies**

If the Goods are not delivered in accordance with the applicable Contractorif following inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 0, whether or not it has accepted, acknowledged receipt or paid for the Goods, the Customer may exercise any one or more of the following remedies:

* + 1. to terminate the Agreement or the applicable Contract;

to reject the Goods (in whole or in part);

to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract including storage costs.

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

**Warranties**

The Supplier warrants to the Customer that:

* + 1. it has all authorisations from all relevant third parties to enable it to supply the Goods without infringing any applicable law, regulation, code or practice or any third party’s rights and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;
    2. it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Goods to the Customer;
    3. 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;
    4. 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;
    5. and the Supplier is not aware of, and does not have any reason to suspect, any breach of Clause 12, and it is not aware and does not have any reason to suspect that performance of this Contract would put either party at risk of breaching any Sanctions and Export Control Laws;
    6. 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; and
    7. 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.

In case of any situation constituting or likely to lead to a breach of a warranty in Clause 0 during the term of the Agreement, the Supplier shall:

* + 1. notify the Customer in writing and without delay of such breach; and
    2. take all necessary steps to rectify this situation including replacement of the relevant Goods where appropriate.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer’s rights in Clause 0.

**Key contacts and service reviews**

The relevant contacts are as follows:

|  |  |  |
| --- | --- | --- |
|  | **Customer Contact** | **Supplier Contact** |
| *First contact* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* |
| *Second contract* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* | Name: *[\*\*]*  Title: *[\*\*]*  Email address: *[\*\*]*  Tel: *[\*\*]* |

Purchase Order Forms may only be issued by a person named in this Agreement as a Customer Contact as identified in Schedule 3.

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

The Parties shall carry out regular reviews of the Agreement every [insert frequency of review meetings] months or as otherwise agreed. The review meetings shall comprise the Contacts named in this Clause 0.

**Compliance**

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.

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

* 1. 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,
  2. be involved directly or indirectly in the manufacture or sale of arms;
  3. have any business relations with governments for any war related purpose; or
  4. transport the Goods together with any military equipment.

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

* + 1. 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;
    2. 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 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.
    3. 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);
    4. 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.
    5. 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.
    6. 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).

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.

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

* + 1. Child Safeguarding policy;
    2. Fraud, Bribery and Corruption policy; and
    3. Human Trafficking and Modern Slavery policy,

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

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.

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.

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 Goods.

**Audit**

13.1 The Supplier agrees to allow the Customer’s [(and the Framework Purchasers')] employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier’s current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 12. 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.

**Indemnity**

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:

* + 1. breach of any warranty given by the Supplier in Clause 0;
    2. personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
    3. any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
    4. any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;
    5. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
    6. 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.

**Customer property**

15.1 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.

**Customer’s name, branding and logo**

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

**Re-tendering**

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

**Insurance**

* 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.

**Termination**

* 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.
  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:
     1. the Supplier is in material breach of its obligations under the Agreement and/or any Contract;
     2. 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;
     3. 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;
     4. 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;
     5. the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause 12, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws; or
     6. 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;
     7. 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 0; or
     8. a donor ceases to provide the necessary funds for the Goods or requires SCI in writing to terminate the Agreement and/or a Contract.
  3. Termination of Agreement and/or any Contract shall not affect:
     1. Clauses 0, 0, 0, 0, 0,0, 0, 0, 0, 2, 0 and 0 which shall continue without limit in time;
     2. the Parties’ obligations existing under each Contract still in force at the time of termination, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Contract. For the avoidance of doubt, any on-going Contract shall continue after the termination of this Agreement until that Contract terminates under its own terms or by agreement of the Parties (as the case may be); and
     3. any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

1. **Confidential Information**

Subject to Clause 0 below, a Receiving Party shall:

* + 1. keep in strict confidence all Confidential Information provided directly or indirectly by a Disclosing Party, its employees, agents or subcontractors;

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

ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

Clause 0 shall not apply to Confidential Information to the extent that:

* + 1. the Confidential Information is required to be disclosed by law or any Governmental Authority. If the Receiving Party believes that this Clause 0(a) applies, it shall, as far as it is practicable and lawful to do so:

first consult the Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure; and

take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure;

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

the Confidential Information is required to be disclosed to meet the obligations set out in Clause 0.

**Data processing**

* 1. The Parties acknowledge that in respect of all Personal Data made available by the Customer to the Supplier under or in connection with this Agreement and/or processed by the Supplier on the Customer’s behalf under the Agreement (“**Customer Personal Data**”), the Customer is the data controller and the Supplier is the data processor. The Parties acknowledge that Part B to Schedule 6 of the Agreement sets out details about the Customer Personal Data processed by the Supplier in connection with the Agreement.
  2. The Supplier shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in Part B of Schedule 6, and only in accordance with the Customer’s written instructions from time to time and shall not process Customer Personal Data for any purpose other than those authorized by the Customer.
  3. The Supplier shall take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data.
  4. If the Supplier receives any complaint, notice or communication which relates directly or indirectly to the processing of Customer Personal Data or to either party’s compliance with Applicable Privacy Laws and the data protection principles set out therein, it shall immediately notify the Customer and it shall provide the Customer with full co-operation and assistance in relation to any such complaint, notice or communication.
  5. The Processor may not authorise any third party or sub-contractor to process the Customer Personal Data.

**Notices**

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.

Any notice shall be deemed to have been duly received:

* + 1. if sent by prepaid first-class post or recorded delivery, on the second day after posting;

if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or

if sent by e-mail, at 9:00am South Sudan time on the next South Sudan business day after transmission.

* 1. This Clause 0 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.

**Force majeure**

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.

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.

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 0.

**Dispute Resolution**

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).

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.

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.

* + 1. The place of arbitration shall be London, United Kingdom;

The language to be used in the arbitral proceedings shall be English; and

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.

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.

**General**

Assignment and subcontracting

* + 1. 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.

The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract without the Customer's prior written consent. Any subcontract shall allow the Customer the same rights of inspection and testing as set out in Clause 0 above.

Severance

* + 1. 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.

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.

Waiver and cumulative remedies

* + 1. 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.

Unless specifically provided otherwise, rights arising under the Agreement and/or any Contract are cumulative and do not exclude rights provided by law.

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.

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.

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.

Inconsistency

In the event of any inconsistency between the Agreement and any Purchase Order, the terms of the Agreement shall prevail to the extent necessary to resolve such inconsistency.

Entire agreement

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

* + 1. 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 Goodsthat is not expressly set out in the Agreement and any applicable Purchase Order Form under which the relevant Goods are being provided; and

any terms or conditions implied by law in any jurisdiction in relation to the provision of the Goods are excluded to the fullest extent permitted by law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived.

Nothing in this Clause 0 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

**Governing law and jurisdiction**

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

**Special terms and conditions**

**[To be confirmed]**

THIS AGREEMENT is entered into by the Parties on the date above stated.

|  |  |
| --- | --- |
| **Signed for and on behalf of the Supplier:** | **Signed for and on behalf of the Customer:** |
| ………………………………………………. Signature | ………………………………………………. Signature |
| ………………………………………………. Name | ………………………………………………. Name |
| ………………………………………………. Position | ………………………………………………. Position |
| Date: | Date: |
| Second signature for and on behalf of the Supplier: |
| ………………………………………………. Signature |
| ………………………………………………. Name |
| ………………………………………………. Position |
| Date: |

## **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.

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

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

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

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

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

**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.

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

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

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

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

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

## **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:

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

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

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

You are obliged to:-

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

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

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

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

**1. Our values and principles**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. **'Chattel slavery'**, in which one person owns another person.
2. **‘Bonded labour’ or ‘debt bondage’,** which iswhen a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
3. **‘Serfdom’,** which is when a person has to live and work for another on the other's land.
4. **Other forms of forced labour,** such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
5. ‘Child Slavery’, which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
6. ‘Marital and sexual slavery’, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

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

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

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

## **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.