

INVITATION TO TENDER FOR SAVE THE CHILDREN INTERNATIONAL

BANGLADESH COUNTRY OFFICE

September 16, 2020

Electric Equipment



Date: September 16, 2020
Invitation to Tender IFT/SCI/BDCO/FY-20/00009
(ITT) Reference No:

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of Electric Equipment. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

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

- **[Part 1: Invitation to Tender Document](#)**
 - 1) Introduction to SCI
 - 2) Project Overview and Requirements
 - 3) Award Criteria
 - 4) Instructions & Key Information
- **[Part 2 : Core Requirements and Specification](#)**
 - Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
- **[Part 3 : Bidder Response Document](#)**
 - A template to be used to submit your response to this Invitation to Tender.
 - Includes the Terms & Conditions of Bidding.
- **[Part 4 : Appendices](#)**
 - Appendix 1 – Terms & Conditions of Purchase
 - Appendix 2 – Child Safeguarding Policy
 - Appendix 3 – Save the Children Anti-Bribery and Corruption Policy
 - Appendix 4 – Save the Children's Human Trafficking and Modern Slavery Policy
 - Appendix 5 – The IAPG Code of Conduct

Responses should be submitted no later than 02:00 PM on September 27, 2020 using the Bidder Response Document provided in [Part 3](#) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#).

Interested bidders are requested to participate in the Pre-Bid Meeting on September 20, 2020 at 11:00 AM

For Participation in the meeting Please login ZOOM using this details: Join Zoom Meeting
<https://us02web.zoom.us/j/89082085975?pwd=cHk3dldoTitZT3QweHlyOUVnUVBldz09>
Meeting ID: 890 8208 5975
Passcode: 245550

Meeting minutes will be circulated within September 21, 2020 at <http://procurement.scibd.info/>

Queries should be directed to: Prasenjit.Acharjee@savethechildren.org Or Mizanul.islam@savethechildren.org

We look forward to receiving your response.

Mizanul Islam
Sr. Manager - Procurement & Supply Chain

Mizanul Islam  

PART I – INVITATION TO TENDER

I. INTRODUCTION TO SAVE THE CHILDREN

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

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

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

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

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

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



2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 PROJECT OVERVIEW

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

Item	Description
Country	BANGLADESH COUNTRY OFFICE
Description of goods or services	Electric Equipment (Television & Air Purifier with HEPA Filter)
Duration	This is a fixed requirement with Fixed delivery lead-time
Agreement Type	1) SCI intends, but reserves the right not to, enter into a Contract which commits us to buying the goods or services listed in Part 2.

3. AWARD CRITERIA

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

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

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

3.1 ESSENTIAL CRITERIA

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

Essential Criteria	<p>The bidder shall possess the following qualification:</p> <p>Bidders/Organizations must provide information and documentary evidences to establish that they have:</p> <p>Bidders must meet the following criteria:</p> <ol style="list-style-type: none"> Legal establishment for a minimum of 3 years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities. Updated Legal Documents [Copy of Trade License/Registration Certificate, TIN, BIN/VAT, Certificate of Incorporation (for Limited Company only)]. Minimum 3 years of experience for similar type of and services to renowned companies and supporting Work Orders/Experience certificate (i.e. MNC, UN,
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	<p>INGOs, Bank/Financial Institutions) need to submit.</p> <p>d. Suppliers/Vendors are not any prohibited parties or on Government debar/Blacklisting by any organization.</p> <p>e. Compliance with our Mandatory Policy</p> <p>f. Submission of Tender Security – Refundable (BDT. 100,000.00 in a form of Pay Order in favour of Save the Children International)</p> <p>Note: Supporting documents need to be submitted along with proposal</p>
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3.2 CAPABILITY CRITERIA

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

Sl. no	Technical Evaluation criteria	Assigned score
1.	<p>Relevant Work Experience for similar goods/supplies: (Minimum 2 Work order/contract of BDT 2,000,000 each) 10 points for 2 work order/contract 5 points for 1 work order/contract 0 points if required work order/contract is not available in tender</p>	10
2	<p>Length of Service: (Max. 10 points for ≥ 5 years and each individual year 2 points. 0 points for minimum experience less than 03 years. Length of service will be calculated from oldest purchase order available in tender)</p>	10
3	<p>Client List/Organization Reference: (Category of the organization) I. International NGO/NGO's II. UN /Diplomatic Mission/International organization/Donor Agency/GoB III. Banks & Financial Institutions IV. Multinational Organization V. Reputeds Group of Companies VI. Hospitals/Clinic [Max. 10 points ≥ 10 clients and each individual client 1 point] Need to submit the PO/Reference with contact details as supporting document</p>	10
4	<p>Delivery Lead Time: (Max. 10 points for 7 days, 07 points for 8-10 days, 5 points for 11-15 days, 0 points for more than 15 days.</p>	10
5	<p>Organization Profile</p> <p>a) Nature of business, Type of Business, Limited Company: 10 points Partnership: 7 points Proprietorship: 5 points</p>	10
	Total	50

3.3 COMMERCIAL CRITERIA

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

Mizanul Islam 

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for 50% weightage. The Capability Criteria will account for 50% weightage of the score.

4. BIDDER RESPONSE DOCUMENT

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

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

5. VETTING

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

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

6. BIDDER INSTRUCTIONS

6.1 TIMESCALES

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

Activity	Date
Issue Invitation to Tender	September 16, 2020
Deadline for questions from Bidders	September 20, 2020
Pre- Bid Meeting	September 20, 2020
Deadline for Return of Bids	September 27, 2020
Bid Clarifications	September 28, 2020 – October 12, 2020
Award Contact	October 14, 2020
Mobilisation	October 15, 2020
Go Live	October 16, 2020

Interested bidders are requested to participate in the Pre-Bid Meeting on September 20, 2020 at 11:00 AM

For Participation in the meeting Please login ZOOM using this details: Join Zoom Meeting
<https://us02web.zoom.us/j/89082085975?pwd=cHk3dlldoTitZT3QweHlyOUVnUVBlZz09>
 Meeting ID: 890 8208 5975
 Passcode: 245550

Meeting minutes will be circulated within September 21, 2020 at <http://procurement.scibd.info/>

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

6.2 DOCUMENTATION FOR SUBMISSION

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

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria which will be used to evaluate the quality of the bids received. Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

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

6.3 SUBMISSION OF BIDS

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

Bids can be submitted electronically or by hard copy:

Paper Submission

- Hard copies of bid submitted on headed paper
 - Bids to be submitted to Save the Children, **House# CWN (A) 35, Road # 43, Gulshan-2, Dhaka-1212**
 - Bids should be submitted in a single sealed envelope addressed to Sr. Manager, Procurement and Supply Chain.
 - The envelope should clearly indicate the Invitation to tender reference number **IFT/SCI/BDCO/FY-20/00009; Electric Equipment (Television & Air Purifier with HEPA Filter)**, 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.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than 02:00 PM of September 27, 2020 (All the date & times are in Bangladesh Standard Time). Failure to submit your bid prior to the Closing Date may result in your quote being void.

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

6.5 KEY CONTACTS

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

Mizanul Islam

Sr. Manager - Procurement & Supply Chain

Save the Children

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

E-mail: Mizanul.islam@savethechildren.org

Or,

Prasenjit Acharjee

Senior Officer - Strategic Sourcing, Procurement & Supply Chain

Save the Children

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

E-mail: Prasenjit.Acharjee@savethechildren.org

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

Please allow up to 02 working days for a response.

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

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

Mizanul Islam 

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

I. INTRODUCTION TO SAVE THE CHILDREN

Save the Children (SC) is a leading organization to ensure children's development, betterment and growth since 1919 and having presence in more than 120 countries of the world. Save the Children began working in Bangladesh during the cyclone of 1970 and since then has been working for development and humanitarian contexts.

Save the Children has been working for various thematic areas to increase the capacity, knowledge and skills of children, community and institutions. Save the Children has been working closely with the development sector, government agencies, academia, city corporations, media, the private sector, INGOs and local partners to enhance capacity and advocate for the urban resilience initiatives to be sustainable.

Corona Virus Disease 19 (COVID-19) has been declared pandemic by WHO on 11 March 2020. Globally as of 3 September 2020, there are 26,182,043 confirmed cases out of which 867,347 deaths have been reported (WHO). In Bangladesh, as of 02 September 2020, 3, 17,528 cases have been detected and total 4351 deaths have occurred. Presently with stage 4 community transmission of COVID-19, situation in Bangladesh is rapidly evolving with several clusters of high transmission across the country. Dhaka city, being the badly affected (more than 60 % of all cases), Corona has now extended its epicenter in adjacent three districts (Narayangonj, Gazipur and Narshingdi). In recent times now new epicenter is appearing in some of the districts like Brahmanbaria, Noakhali and Faridpur with increasing number of confirmed cases. Given the unprecedented nature of the disease, any district might become the new epicenter.

As soon as the beginning of pandemic, on 16 March 2020, Bangladesh has developed a National Preparedness and Response Plan (BPRP) for COVID-19 based on country's previous experiences of the pandemic National Avian Influenza Preparedness and Response, technical guidelines from WHO and Center for Disease Control (CDC), USA on COVID-19. The BPRP has been approved by the world bank recently. All development partners including Save the Children have the responsibility to support the government to implement the plan. The Health Services Division of Ministry of Health and Family Welfare (MOH&FW) constituted a National Technical Advisory Committee to advise the government on curbing the pandemic and to improve the quality of health services in hospitals facing the case load of the pandemic. The Directorate General of Health Services (DGHS) has set up COVID-19 Emergency Operation Centre (EOC) to strengthen the national preparedness and response coordination mechanism.

The national response plan has identified some areas of priority actions like: Coordination and Planning, Surveillance, Laboratory and Point of Entry (PoE), Case finding, Contact tracing and quarantine, Clinical case management and isolation, Infection Prevention and Control (IPC), Risk communication and public awareness and Operational research.

The Development Partners (DPs) of MOH&FW aided by several international aid agencies came forward to support the government to share the government's COVID-19 mitigating plans and activities to reduce the local impact of pandemic. USAID-Save the Children in Bangladesh (SCiBD) has also come forward with COVID-19 Response plan. USAID's Save the Children's MaMoni, MNCSP has formed a supplementary project, MaMoni, COVID-19 Response project and started its activities. SCiBD meanwhile has prepared a detailed Work Plan (WP), formed and recruited three members of the COVID-19 Response Team to work on two objectives:

- To enhance the national health system's capacity to prevent transmission and to improve management of COVID-19 cases in health care facilities and at community level.
- To support the subnational health systems to rapidly analyze and respond to the changing distribution of the burden of the epidemic.

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Where appropriate other thematic technical staffs from MaMoni Maternal and Newborn Care Strengthening Project (MNCSP) and Humanitarian Sector Programs may have to be engaged to provide technical support for the COVID-19 Response. The finance, HR, administration and operations support are being provided by SCiBD country office.

SCiBD is undertaking all activities in close coordination with Director General of Health Services (DGHS) under Ministry of Health and Family Welfare (MOH&FW), as well as with other relevant Ministries and departments of Government of Bangladesh, USAID, Bangladesh-supported partners, relevant stakeholders including WHO, UNICEF and members of the other Health Development Partners (DPs). SCiBD has already engaged implementing partner (PNGO), different relevant medical professional societies and ICT/e-health platform and MEAL activities to give all out support to all the COVID-19 designated hospitals in Dhaka and epicenter districts as per approved work plan and budget in the form of Facility readiness, Capacity building (on-site and virtual training/mentoring) of the healthcare providers, social protection to urban slum vulnerable families and Ready Made Garment (RMG) workers.

Save the Children is frequently receiving a number of small and mid-range requests for various types of medical consumable and supplies for its various project under Bangladesh Country Office, Cox's Bazar Office and other field / project offices & to ensure the proper supplies of this PPE items we are inviting tender for this category.

2. SPECIFIC REQUIREMENTS

Sl.	Description of Goods	Specification	Unit	Quantity
1	Television	As in Tender PART 2, Section 3- Specification	Pcs	30
2	Air Purifier with HEPA Filter	As in Tender PART 2, Section 3- Specification	Pcs	10

Delivery Lead Time: Seven days from the day of awarding.

Installation: Vendor will Install all the equipment in designated point mentioned below with necessary accessories within seven days from the day of notification to install.

Delivery Location for Air Purifier with HEPA Filter: House #504, Block # C, Khilgaon Boubazar, Dhaka-1219.

Note: Vendor will need to provide the installation service (at later stage- after delivery for Air Purifier with HEPA Filter) at given locations. SCI will coordinate with vendor regarding the installation schedule later on. Vendor representative will visit those locations at their own cost in coordination with project team for installation. Distribution of the equipment will complete by SCI to respective healthcare facilities from the warehouse.

Delivery & Installation Location for TV: As per below delivery & installation Schedule.

Mizanul Islam 



Delivery and Installation Schedule for Smart TV

Sl. No.	Facility Name	Location	Smart TV Quantity to deliver & Install
1	Bangladesh Kuwait Moitree Hospital, Uttara, Dhaka	Dhaka	1
2	Mugda Medical College Hospital, Mugda, Dhaka	Dhaka	1
3	Sheikh Russel Gastro liver Institute & Hospital, Mohakhali, Dhaka	Dhaka	1
4	Kurmitola GH	Dhaka	1
5	Infectious Disease Hospital, Mohakhali	Dhaka	1
6	Mohanagar General Hospital, Babubazar, Dhaka	Dhaka	1
7	Kamrangirchar 31 Bed Hospital, Lalbagh, Dhaka	Dhaka	1
8	Universal Medical College, Dhaka	Dhaka	1
9	Holy Family Red Crescent Hospital, Moghbazar, Dhaka	Dhaka	1
10	Anwar Khan Medical College and Hospital, Dhanmondi, Dhaka	Dhaka	1
11	Impulse Hospital, Dhaka	Dhaka	1
12	Dhaka Medical College Hospital	Dhaka	1
13	Bangabandhu Sheikh Mujib Medical University (BSMMU)	Dhaka	1
14	500 Bed Faridpur MCH (separate building)	Faridpur	1
15	100 Bed Faridpur DH (separate building)	Faridpur	1
16	500 Bed Shaheed Tazuddin MCH	Gazipur	1
17	100 Bed Narsingdi DH	Narsingdi	1
18	300 Bed Narayangonj DH	Narayangonj	1
19	250 Bed Brahmanbaria DH	Brahmanbaria	1
20	Chest Disease Hospital	Brahmanbaria	1
21	250 Bed Noakhali DH	Noakhali	1
22	Chittagong Medical College Hospital	Chittagong	1
23	Khulna Medical College Hospital	Khulna	1
24	Mymensingh Medical College Hospital	Mymensingh	1
25	Rajshahi Medical College Hospital	Rajshahi	1
26	Rangpur Medical College Hospital	Rangpur	1
27	Sher-e-bangla Medical College Hospital	Barisal	1
28	Sir Salimullah Medical College Hospital	Dhaka	1
29	Sylhet MAG Osmani Medical College Hospital	Sylhet	1
30	Shaheed Ziaur Rahman Medical College Hospital, Bogra	Bogura	1
Total			30

Installation Locations for HEPA Filter			
Sl. No.	Facility Name	Location	HEPA filter
1	Bangladesh Kuwait Moitree Hospital, Uttara, Dhaka	Dhaka	1
2	Mugda Medical College Hospital, Mugda, Dhaka	Dhaka	1
3	Sheikh Russel Gastro liver Institute & Hospital, Mohakhali, Dhaka	Dhaka	1
4	Kurmitola GH	Dhaka	1
5	Mohanagar General Hospital, Babubazar, Dhaka	Dhaka	1
6	Impulse Hospital, Dhaka	Dhaka	1
7	Dhaka Medical College Hospital	Dhaka	1
8	Bangabandhu Sheikh Mujib Medical University (BSMMU)	Dhaka	1
9	500 Bed Shaheed Tazuddin MCH	Gazipur	1
10	300 Bed Narayangonj DH	Narayangonj	1
Total			10

3. SPECIFICATIONS


Specification of LED Smart Android Television	
Particulars	Requirements
Brand	SONY, Samsung, Panasonic or equivalent
Screen Size	65 Inch
Panel	Flat
Resolution	4K, 3840 x 2160 Display Resolution
Technology	LED, Color, Wide
3D Technology	2D
Response Time	5ms
Refresh Rate	Motion flow XR 200, Native 50Hz
Contrast	Dynamic Contrast Enhancer Mega Contrast
Brightness	High Dynamic Range
TV Tuner	Digital / Analog
Sound	20 Watt Sound Output, Dolby Digital Plus
Connectivity	USB / HDMI / Wi-Fi / BT/Ethernet
OS	Android
Storage	16GB
Remote	Yes
Other Features	Wi-Fi Skype, Internet, video, YouTube, Facebook, Twitter & Others
Warranty	Minimum 3 Years



Specification of Air Purifier with HEPA Filter	
Particulars	Requirements
Brand	Blue Air, Samsung, Hitachi or equivalent
Model & Origin	To be mentioned by bidder
Room coverage capacity	Minimum 230 sq. ft.
Required features	- Air cleaner system with HEPA filtration
	- Should capture dust and ultrafine particles
	- Should remove contaminants, bacteria and viruses
	- Multiple layer of filtration (details to be mentioned by bidder)
	- Speed Control Option (multiple speed steps)
	- Should reduce odor and smoke
Power Consumption	Energy Saving preferred, power consumption (in kW) to be mentioned
Warranty	Minimum 1 year

4. ADDITIONAL INFORMATION

- **Performance Security:** Vendor may require to submit 5% of contract/PO price as performance security which will be released after successful completion satisfactory delivery & installation.
- **Contact Person:** SAVE THE CHILDREN will assign a primary and a secondary contact person (commercial and technical) to coordinate services. Similarly, the vendor will have to assign a primary and a secondary contact person to coordinate delivery and support as per agreement.
- **Penalty:** Penalty Clause/ Liquidity Damage: The liquidated damage shall be imposed a sum equivalent to 0.5% of the contract price per day delay for first week and 1% for second week onward till final delivery up to a maximum 10% of the contract value. After the period of delivery lead-time Save the Children reserves the right to cancel the order.
- Vendor/supplier with employee/group insurance will be preferred.
- SCI may deal with COVID-19 patients and shall not be liable for vendor staff and their wellbeing. Vendor must ensure adequate quality of PPE and take necessary safety measure for the wellbeing of their staff(s).
- **Payment Mode:** Payment will be made through A/C Payee cheque/EFT within 30 days upon satisfactorily goods received/completion of work and submission of invoice with necessary documents. Original duplicate Delivery challan received by Save the Children representative with name & sign is mandatory document for payment.
- **Performance Security:** 5% of the total purchase order amount/Contract value to be deposited by the awarded firm in favour of Save the Children International as a performance security in a form of Pay Order/DD (in the time of signing the contract) which is refundable after receiving successful delivery and satisfactory feedback from user. Failure to deliver the goods on time will lead to forfeiture of the submitted performance security.

Mizanul Islam 

- **Quality and Inspection:** The vendor must maintain the quality of goods as per our required specifications. Inspection will be done against all the mentioned specifications. If any contrary found the goods shall be replaced.
- **Specification:** Specification should be mentioned in the bidders bid documents as per given format in the specification section. Bidder has to mention clearly the country of origin, manufacturer name and details specification of the products. Also, bidder has to submit product catalogue with the quotation. Failure to mention the origin, manufacturer, details specification and submission of catalogue may be treated as non-responsive bidder.
- VAT and Tax shall be deducted as per rules of GoB. This procurement will be conducted under USAID, So VAT Coupon will be provided. VAT & TAX shall be applicable as per GoB rules.
- **Contact Person:** SAVE THE CHILDREN will assign a primary and a secondary contact person (commercial and technical) to coordinate services. Similarly, the vendor will have to assign a primary and a secondary contact person to coordinate delivery and support as per agreement.
- Alternative/optional quoted items will not be accepted (only option as per specification), bidders are requested to quote the items which best comply with our specification.
- SCI reserves the right to accept or reject in part or full/one or all quotations/ offers/proposals without assigning any reason whatsoever.
- **Tender Security:** The Tender Security may be forfeited, if a Bidder:
 - i. Withdraws its Tender after opening of Tenders but within the validity of the Tender.
 - ii. Refuses to accept a Notification of Award.
 - iii. Fails to furnish performance security.
 - iv. Refuses to sign the Contract or
 - v. Does not accept the correction of the Tender price following the correction of arithmetic errors.
- Tender security will be returned to unsuccessful bidder after successful completion of awarding contract to a successful bidder. Or Unsuccessful bidder tender security will be returned within 28 days after completion of tender validity.
- **Performance Security:** Performance Security shall be provided by the successful Tenderer in BDT currency, of the amount as specified in this tender.
 - i. The proceeds of the Performance Security shall be payable to the Procuring Entity unconditionally upon first written demand as compensation for Supplier's failure to complete its obligations under the Contract.
 - ii. Within two working (02) days from the date of acceptance of the NOA but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount specified in the document.
 - iii. The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract.
 - iv. The Procuring Entity shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.
- Following the completion of this sourcing process Save the Children will nominate a number of suppliers to be part of the panel of preferred suppliers for future requirements for next 2 years.

- Negotiation may be conducted to have benchmarked price (if required).
- **Compensation for Accidents and Damages:** From the start date of the contract, SAVE THE CHILDREN will not be responsible for any kind of injury/accident or death of any staff of contractor while executing the regular repairing and maintenance works of the goods and other related works.
- In case of foreign bidders, the bidder must have their local agent in Bangladesh who will make all arrangement for the importation, sample submission and delivery to SCI premises. Delivery need to be ensured at SCI designated premises (DDP). Bidder need to mention their local agent name and contact details with the offer. Failure to submit this information may result to ineligibility of that foreign bidder.

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PART 3 – BIDDER RESPONSE DOCUMENT

I. INTRODUCTION

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

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

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

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

2. INSTRUCTIONS

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

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

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



SECTION 1 – KEY INFORMATION

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

KEY INFORMATION			
Organisation Name			
Please provide details of the primary products/services supplied by your organisation			
Please explain your experience of providing the goods or services requested in this tender document.			
Website address			
Address	Main Address	Registered Address (if different)	Address for Payments (if different)
Company Registration Number		Tax Number	
Year of Registration		Country of Registration	
Type of Business (e.g. Manufacturer, Distributor, Contractor)		Primary Country of Operation	
Total Annual Revenue (please state the currency)	2018	2017	2016
Annual Revenue (from goods and services requested in this tender)			
Have you supplied goods or services to SCl previously? If so, please provide a brief summary.			

Mizanul Islam 

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 must not be 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): <ul style="list-style-type: none"> - Legitimate business address - Tax registration number & certificate - Business registration certificate - Trading license 	Yes / No	Comments
		Requirement	Bidder Response / Attachments
		<i>Legitimate Business Address</i>	
		<i>Tax Registration Number & Certificate</i>	
		<i>Business Registration Certificate</i>	
		<i>Trading License</i>	
5	Legal establishment for a minimum of 3 years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.	Yes / No	Comments
6	Updated Legal Documents [Copy of Trade License/Registration Certificate, TIN, BIN/VAT, Certificate of Incorporation (for Limited Company only)].	Yes / No	Comments / Attachments
7	Minimum 3 years of experience for similar type of supply of equipment to renowned companies and supporting Work Orders/Experience certificate (i.e. MNC, UN, INGOs, Bank/Financial Institutions) need to submit.	Yes / No	Comments / Attachments
8	Suppliers/Vendors are not any prohibited parties or on Government debar/ Blacklisting by any organization.	Yes / No	Comments / Attachments
9	Compliance with our Mandatory Policy	Yes / No	Comments / Attachments
10	Submission of Tender Security – Refundable (BDT. 100,000.00 in a form of Pay Order in favour of Save the Children International)	Yes / No	Comments / Attachments



SECTION 3 – CAPABILITY QUESTIONS

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

Item	Question	Bidder Response		
		Client Name	Contact Details (Name & Email)	Project Description
1	REFERENCES Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender. Examples provided must be for similar projects within a similar environment / context to that in which Save the Children operates, and within the last two (2) years. <i>(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)</i>	1)		
		2)		
2	Relevant Work Experience for similar goods/supplies: (Minimum 2 Work order/contract of BDT 2,000,000 each) 10 points for 2 work order/contract 5 points for 1 work order/contract 0 points if required work order/contract is not available in tender	Bidder Response		Attachment(s)
3	Length of Service: (Max. 10 points, for each individual year 2 points. 0 points for minimum experience less than 03 years. Length of service will be calculated from oldest purchase order available in tender)	Bidder Response		Attachment(s)
4	Client List/Organization Reference: (Category of the organization) I. International NGO/NGO's II. UN /Diplomatic Mission/International organization/Donor Agency/GoB III. Banks & Financial Institutions IV. Multinational Organization V. Reputed Group of Companies VI. Hospitals/Clinic [Max. 10 points ≥ 10 clients and each individual client 1 point] Need to submit the PO/Reference with contact details as supporting document	Bidder Response		Comments
5	Delivery Lead Time: (Max. 10 points for 7 days, 07 points for 8-10 days, 5 points for 11-15 days, 0 points for more than 15 days.	Bidder Response		Comments
6	Organization Profile a) Nature of business, Type of Business, Limited Company: 10 points Partnership: 7 points Proprietorship: 5 points	Bidder Response		Attachment(s)

Mizanul Islam 



SECTION 4 – COMMERCIAL QUESTIONS

Sl.	Description of Goods	Specification	Unit	Quantity	Currency	Unit Price	Total Price including VAT
1	Television	As in Tender PART 2, Section 3- Specification	Pcs	30	BDT		
2	Air Purifier with HEPA Filter	As in Tender PART 2, Section 3- Specification	Pcs	10	BDT		
Grand Total Price in BDT Including VAT							

Note: Price must be included with all types taxes as per Govt. rules, delivery, Installation with necessary accessories/shipping cost up to the delivery point.

Mizanul Islam 

SECTION 5 – BIDDER SUBMISSION CHECKLIST

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

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

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

Section	Required Document / Evidence	Please Tick
Essential Criteria Evidence	Proof of legitimate business address	
	Copy of tax registration number & certificate	
	Copy of business registration certificate	
Capability Criteria Evidence	Completed Bidder Response Document	
	Supporting Financial Documents	
Commercial Criteria Evidence	Completed Bidder Response Document	

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

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




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

.....

Mizanul Islam 

SCHEDULE I – TERMS & CONDITIONS OF BIDDING

Definitions

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

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

1. The Contract

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

2. Late tenders

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

3. Correspondence

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

4. Acceptance of tenders

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

5. Alternative offer

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

6. Prices

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

7. No reimbursement of tender expenses

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

8. Non-Disclosure and Confidentiality

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

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

9. Award Procedure

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

10. Information and Record Keeping

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

11. Anti-Bribery and Corruption

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

12. Child Protection

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

13. Human Trafficking and Modern Slavery

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

14. Exclusion Criteria

Any Potential supplier is required to confirm in writing that:

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

Mizanul Islam 

- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Potential supplier operates.
Any Potential supplier will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Potential supplier is required to confirm in writing:

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

16. Assignment and novation

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

PART 4 - APPENDICES

Appendix 1 - Terms & Conditions of Purchase

Appendix 2 – Save the Childrens Safeguarding Policy

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

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

Appendix 5 – Code of Conduct for IAPG Agencies and Suppliers

APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

AGREEMENT FOR THE SUPPLY OF GOODS

[Contract reference number: **[***]**]

PARTIES

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

AGREEMENT

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the Goods (the "**Goods**") below on the terms of the Contract. The Contract comprises the provisions of this Agreement for the Supply of Goods (the "**Agreement**"), the attached General Terms and Conditions for Supply of Goods and, where applicable, the Customer's order for the Goods, as set out in the Customer's purchase order form (together the "**Contract**").

Interpretation

In the case of inconsistency or conflict between the terms of the Contract and the tender documents including the Invitation to Tender and Conditions of Tendering (the "**Tender Documents**"), the terms of the Contract will prevail. Where additional terms or particulars contained within the Tender Documents are not reflected in the Contract, such terms or particulars shall not be incorporated into the Contract unless the Customer has relied on them and entered into the Contract on that basis.

References in this Agreement to 'clauses' refer to provisions 1 to 6/7 *[amend as appropriate]* of this Agreement below; references to 'conditions' refer to the provisions of the General Terms and Conditions for Supply of Goods attached.

GOODS TO BE PROVIDED

1 Description of Goods

- 1.1 The following product is to be provided:

[add a clear description of the product(s) to be provided]

2 Specification for Goods

- 2.1 Product specification:

Mizanul Islam 

[add a full specification and quality requirements]

2.2 The specifications set out in clause 2.1 above may be amended by the relevant purchase order.

3 Duration and Commencement

3.1 *[insert commencement date and agreed duration of agreement].*

4 Price for the Goods

4.1 The prices for the Goods are as follows:

[insert a table detailing the prices agreed for the goods]

4.2 These prices for the Goods are fixed for the duration of this Contract *[amend as appropriate].*

4.3 Invoices shall be in US Dollars *[amend as appropriate].*

4.4 Payment will be made in arrears. *[SCI policy is to pay in arrears. If you want to amend this please seek approval of the Director of Finance in country]*

4.5 Subject to Clause 4.4, the Customer shall pay correctly rendered invoices within 45 days from the date of invoice or satisfactory delivery (whichever is later) in accordance with the contract. *[If you want to amend this please seek approval of the Director of Finance in country]*

5 Delivery / dispatch time

5.1 The Goods shall be supplied to the location specified in the purchase order. The delivery time will be as specified in the purchase order, or else within 21 *[amend as appropriate]* days of issue of the order.

5.2 The maximum lead times for service and delivery by the Supplier under the Contract are as follows:

[It is recommended that a table of agreed service levels be included, for example around quote response times, order confirmation times, lead times to despatch and delivery for certain quantities. Delete clause 5.2 if this is not required]

6 Customer and Supplier Contacts

6.1 The relevant contacts are as follows:

First contact at Customer:

[name] *[telephone number]* *[e-mail address]*

Second contact at Customer:

[name] *[telephone number]* *[e-mail address]*



First contact at Supplier:

[name] [telephone number] [e-mail address]

Second contact at Supplier:

[name] [telephone number] [e-mail address]

6.2 Purchase orders under the Contract may only be issued by the Customer Contact named in the Contract or someone identified to the Supplier by that person as someone entitled to issue purchase orders.

7 Special terms and conditions *[Delete clause 7, if not required]*

7.1 The Supplier shall be obliged to maintain the minimum stock levels noted below throughout the duration of the Contract. For the avoidance of any doubt, the agreement by the Supplier to maintain such stock levels shall not create any obligations on the part of the Customer to place any orders or to pay for such stock. Furthermore, no storage charges shall apply for this stock. *[Minimum stock levels for emergency response if appropriate. Delete clause 7.1 if not applicable]*

[insert table of stock levels]

7.2 Stocks will be held at Supplier’s warehouse at the following address: *[Delete clause 7.2 if not applicable]*

[insert warehouse address]

7.3 Supplier shall ensure that such stocks are packed, mobilised and despatched within 48 hours *[amend as appropriate]* of confirmation of the Customer’s requirement. *[Delete clause 7.3 if not applicable]*

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

7.5 Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available here is completed.]

Signed for and on behalf of the Supplier:

Signed for and on behalf of the Customer:

.....
Signature

.....
Signature

.....
Name

.....
Name

Mizanul Islam 

.....
Position

.....
Position

Date:

(date of second signature)

Mizanul Islam 



GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

I. Definitions and Interpretation

I.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Goods", between the Customer and the Supplier.
- (b) **Applicable Laws:** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.
- (c) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 18.6.
- (d) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
- (e) **Controller:** means the entity or person which determines the purposes and means of the processing of Personal Data.
- (f) **Customer Personal Data:** has the meaning given in Condition 13.1.
- (g) **Force Majeure Event:** has the meaning given in Condition 16.
- (h) **Goods:** the goods (or any part of them) set out in the Order.
- (i) **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 these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- (j) **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form.
- (k) **Personal Data:** any information relating to an identified or identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.
- (l) **Processor:** means the entity or person which processes personal data on behalf of the Controller.
- (m) **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

I.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

Mizanul Islam 

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a 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.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Goods

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


2.2 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description in the Order and any applicable Specification;
- (b) 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;
- (c) be free from defects in design, material and workmanship;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) not infringe the rights of any third party or cause the Customer to infringe any such rights.

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the purchase of the Goods by the Customer and their use for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

2.4 The Customer reserves the right at any time before or after delivery to inspect and test the Goods and to 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.

2.5 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 Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

Mizanul Islam 

2.6 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 Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements


3.1 The Supplier, 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.

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

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

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

- (a) comply with all sanctions, export control, embargo, or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws"), as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;
- (b) obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this 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 at the relevant delivery address), and shall further inform the Customer 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 to apply for or obtain any further licences, authorisations or permissions;
- (c) not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds

Mizanul Islam 

or economic resources paid by the Supplier on behalf of the Customer or received by the Supplier from the Customer in accordance with this agreement);

- (d) the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent.
- (e) the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.
- (f) not do anything which would cause the Customer 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).

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

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

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

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

- (a) Child Safeguarding policy;
- (b) Fraud, Bribery and Corruption policy;
- (c) Human Trafficking and Modern Slavery policy;
- (d) Protection from Sexual Exploitation and Abuse (PSEA) policy;
- (e) Anti-Harassment, Intimidation and Bullying policy,

(together, the “**Mandatory Policies**”), attached to these Conditions.

- 3.7 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
- 3.8 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.9 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.
- 3.10 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 3.11 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer’s request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer’s personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 3.12 The Supplier agrees to allow the Customer’s 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 Condition 3. 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 such 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.

4. Delivery

- 4.1 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

- (b) 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
- (c) 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.

4.2 The Supplier shall deliver the Goods:

- (a) in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.2(a) and if the Supplier fails to comply with this time requirement 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;
- (b) to the delivery address as set out in the Agreement; and
- (c) during the Customer's normal business hours, or as instructed by the Customer.

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


4.4 Risk of damage to or loss of the Goods (including, without limitation, the risk of deterioration in transit) shall pass to the Customer in accordance with the relevant provision of Incoterms identified in the Order or the Agreement or, where Incoterms do not for any reason apply, risk in the Goods shall pass to the Customer on completion of delivery. The Supplier shall keep the Goods insured until risk passes to the Customer and shall retain the insurance and any proceeds thereof together with all its rights against any carrier of the Goods, on trust for the Customer until the Supplier has fulfilled all its obligations under the Contract to the Customer's satisfaction.

4.5 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.

4.6 The Customer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Customer.

4.7 The Customer shall be entitled to reject any Goods delivered which do not conform with the Contract within a reasonable time of delivery. If any Goods are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods which conform with the Contract. Alternatively, the Customer may cancel the Contract and claim costs and direct damages from the Supplier.

4.8 If the Customer rejects any Goods, the property and risk shall immediately revert to the Supplier. Rejected Goods shall be returned to the Supplier at its expense and the Supplier

Mizanul Islam 

shall reimburse the Customer for the storage costs and any other expenses incurred by the Customer in respect of them.

5. Indemnity

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

- (a) breach of any warranty given by the Supplier in Condition 9;
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in 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;
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in 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
- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

6. Price and Payment

6.1 The price of the Goods shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

6.2 The Customer reserves the right to withhold payment in respect of Goods supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

6.3 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 Contract.

6.4 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.

7. Termination

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

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

- (a) the Supplier is in material breach of its obligations under the Contract; or
- (b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
- (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
- (d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (d) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (e) the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Condition 3, or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws; or
- (f) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- (g) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.5, 4.7, 5, 8, 9, 12, 15, 16, and 18.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. 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.

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:

- (a) 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 Contract and will produce evidence of that action to the Customer on its request;
- (b) 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;
- (c) 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 Contract 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;
- (d) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
- (e) and the Supplier is not aware of, and does not have any reason to suspect, any breach of Condition 3, 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;
- (f) 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
- (g) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer.

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 9 during the term of this Contract, the Supplier shall:

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

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the

Mizanul Islam 

requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights in Clause 7.

10. 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.

11. Insurance

During the term of the Contract, 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 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.

12. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such 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 the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13. Data processing

13.1 The Parties acknowledge that in respect of all Personal Data made available by the Customer to the Supplier under or in connection with this Contract and/or processed by the Supplier on the Customer's behalf under the Contract ("Customer Personal Data"), the Customer is the data controller and the Supplier [(and/or or one or more of the Supplier's affiliates)]¹ is the data processor. The Parties acknowledge that Part B to Schedule 2 of the Agreement sets out details about the Customer Personal Data processed by the Supplier in connection with the Agreement.

13.2 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 2, 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.

13.3 The Supplier shall take reasonable steps to ensure the reliability of its employees who have access to Customer Personal Data.

¹ Note: Include wording in brackets if an affiliate of the Supplier will be undertaking the processing of Customer Personal Data on behalf of the Customer.

13.4 [If the Supplier collects any Customer Personal Data on behalf of the Customer, it shall provide data subjects with a data protection notice informing the data subject of the identity of the data controller (i.e. the Customer), the identity of any data protection representative it may have appointed, the purposes or purposes for which their personal data will be processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, processed to enable processing in respect of the data subject to be fair.]²

13.5 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.

13.6 [Option 1: The Customer hereby authorizes the Supplier to appoint, remove and/or replace one or more sub-processors to process Customer Personal Data on behalf of the Customer in accordance with paragraph 1(f) of Part A of Schedule 2.]

OR

[Option 2: The Processor may not authorise any third party or sub-contractor to process the Customer Personal Data.]

OR

[Option 3: The Supplier may not authorise any third party or sub-contractor to process Customer Personal Data, unless: (i) the Customer has given its prior written consent; and (ii) the Supplier enters into a written contract with the third party or sub-contractor on terms which are substantially the same as those set out in this Agreement and which complies with paragraph 1(f) of Part A of Schedule 2 and which terminates automatically on the termination or expiry of this Agreement.] The Parties shall comply with their respective obligations set out in Part A [and Part C] of Schedule 2, which [is/are] hereby incorporated into the Agreement.

14. Customer property

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

15. Notices

15.1 Any notice under or in connection with the 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

² Note: This condition is only required where the data processor (i.e. the Supplier) not only receives personal data from the data controller (i.e. the Customer) for processing, but also collects personal data on behalf of the data controller for the data controller's purposes. You could also include a specific form in which the data processor is required to collect such additional personal data, which could be attached to this agreement as a schedule.

accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

15.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

15.3 This Condition 15 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

16. Force majeure

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

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

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

17. General

17.1 Assignment and subcontracting:

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

17.2 Severance:

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

- (b) If any invalid, unenforceable or illegal provision of the 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.

17.3 Waiver and cumulative remedies:

- (a) No waiver of any right or remedy under the 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 Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17.4 No partnership: Nothing in the 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.

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

17.6 Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.

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

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

SCHEDULE I

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

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

2. What is Child Abuse?

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

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

Definitions of Child Abuse:

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

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

Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Mizanul Islam 

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply chains, and relationships with third parties, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- United Nations Convention on the Rights of the Child (UNCRC);
- UN Secretary General's Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- UK Modern Slavery Act 2015;
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

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

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

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

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

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

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

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

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

- a. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
- b. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
- c. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families
- d. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
- e. Engage anyone under the age of 18 in exploitative and harmful labour
- f. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
- g. Causing the death of or seriously injuring a child due to reckless or careless driving

- h. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
- i. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

4. The commitment we expect from you

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

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

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

SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY

Our values and principles

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

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

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

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

What we do

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

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

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

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

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

Definitions and examples of fraud, bribery and corruption

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

Fraud: An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the

Mizanul Islam 

intention of permanently depriving them of it.

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

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

- a) paying or offering a bribe: give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- b) receiving or requesting a bribe: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
- c) receiving improper benefits: give or accept a gift or provide any hospitality during any commercial

negotiations or tender process, if this could be perceived as intended or likely to influence SCI's decision-making;

- d) receiving a 'kickback': improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.

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

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

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

What is expected of you?

- f) You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
- g) You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
- h) You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
- i) When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
- act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at **scifraud@savethechildren.org**
 - keep any information confidential between you and the person you report this to



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

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

SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

1. Our values and principles

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

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

Mizanul Islam 

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

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

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

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

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

4. The commitment we expect from you

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

All those who work for us or on our behalf (including all partners, suppliers, consultants and others to whom this policy applies) should make their staff and others who they work with aware that they should report any concerns or suspicions of modern slavery within SCI, their organisation, or the organisations that they work with to their SCI contact point, or an SCI Country or Regional Director.

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



The Inter-Agency
Procurement Group

CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

Mizanul Islam 

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.

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

I. Our values and principles

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

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

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

2. What is Sexual Exploitation and Abuse?

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

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

Definitions of Sexual Exploitation and Abuse (SEA):

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

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

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

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

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

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

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

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

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

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

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

- g. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.

- h. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
- i. Sexual assault.
- j. Forcing sex or someone to have sex with anyone.
- k. Forcing a person to engage in prostitution or production of pornography.
- l. Unwanted touching of a sexual nature.

4. The commitment we expect from you

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

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

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

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

I. Our values and principles

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


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

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

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

2. What is Harassment, Intimidation and Bullying? Definitions of Harassment, Intimidation and Bullying

Word/Term	Definition
<i>Harassment</i>	<p>Harassment consists of unwanted conduct, whether verbal, physical or visual, which is related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.</p>
<i>Sexual Harassment</i>	<p>Sexual Harassment consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.</p> <p>Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:</p>



	<p>(a) unwanted physical contact, ranging from touching to sexual assault and rape;</p> <p>(b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person’s body or enquiries about a person’s sex life or sexual orientation;</p> <p>(c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;</p> <p>d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or</p> <p>(e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.</p>
<i>Intimidation</i>	<p>Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.</p>
<i>Bullying</i>	<p>Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.</p>
<i>Sexual Exploitation</i>	<p>Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.</p>
<i>Sexual Abuse</i>	<p>The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).</p>
<i>Discriminatory and disrespectful behaviour</i>	<p>Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national</p>

Mizanul Islam 

	origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	<ul style="list-style-type: none"> • At Save the Children, we have a culture of <u>zero tolerance</u> for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying. • This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken. • It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where SCI operates

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

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

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

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

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

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

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

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4. The commitment we expect from you

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

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

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

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

SCHEDULE 2
DATA PROTECTION
PART A

ADDITIONAL OBLIGATIONS IN RELATION TO DATA PROCESSING

- I. In addition to the other applicable obligations in Condition 14 of the Contract, the Supplier shall:
- (a) process Customer Personal Data only on documented instructions from the Customer, including with regard to transfers of Customer Personal Data outside the European Economic Area or to an international organization (unless the Supplier is otherwise required to process Customer Personal Data by European Union or Member State law to which the Supplier is subject, in which case the Supplier shall inform the Customer of that legal requirement unless prohibited by that law on important grounds of public interest) and immediately inform the Customer if, in the Supplier's opinion, any instruction given by the Customer to the Supplier infringes Applicable Privacy Laws;
 - (b) ensure that persons authorized to process Customer Personal Data are subject to confidentiality obligations in respect of the Customer Personal Data;
 - (c) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Supplier's processing under this Agreement, taking into account the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and shall include the following measures as appropriate: (i) the pseudonymization and encryption of Customer Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
 - (d) (i) only engage sub-processors as permitted under Condition 14 of the Agreement by entering into a legally binding written agreement that places the same data protection obligations as those set out in this Part A of Schedule 2 to the Agreement on the sub-processor, provided that if the sub-processor fails to fulfil its data protection obligations, the Supplier shall remain fully liable to the Customer for the performance of the sub-processor's obligations; and (ii) provide prior written notice to the Customer of any additional or replacement sub-processors before entering into such agreement;
 - (e) taking into account the nature of the processing, assist the Customer by appropriate technical and organizational measures, insofar as possible, to respond to requests from data subjects for access to or rectification, erasure, portability, restriction of processing or objections to processing of their Customer Personal Data;
 - (f) assist the Customer in ensuring compliance with the Customer's security, data breach notification, impact assessment and consultation obligations under Applicable Privacy Laws, taking into account the nature of processing and information available to the Supplier;

Mizanul Islam 

- (g) at the Customer's election, delete or return all Customer Personal Data and existing copies to the Customer at the end of the provision of the Goods (unless European Union or Member State law requires the Supplier to store the Customer Personal Data);
- (h) make available to the Customer all information necessary, and allow for and contribute to audits and inspections conducted by the Customer or the Customer's mandated auditor, to demonstrate the Supplier's compliance with its obligations under this Part A to Schedule 26 of the Agreement;
- (i) maintain a written record of all categories of processing activities carried out on behalf of the Customer that satisfies the requirements of Applicable Privacy Laws and make this record available on request to any relevant European Union or Member State supervisory authority;
- (j) cooperate on request with any relevant European Union or Member State supervisory authority; and
- (k) notify the Customer without undue delay after becoming aware of a breach of Customer Personal Data.

PART B

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA UNDER SCHEDULE 2 OF THE AGREEMENT

This Part B sets out details about the processing of Customer Personal Data as part of the Goods.

Subject matter and duration of the processing

The Customer Personal Data shall be processed in order to allow the Supplier to provide the Goods. *[Please insert further details on the subject matter of the processing of Customer Personal Data by the Supplier]*

[The processing shall take place for the duration of the Term, unless otherwise directed by the Customer.]

Nature and purpose of the processing

[Please provide a description, broadly, of the processing operations that the Supplier will undertake. For example: 'the Supplier is providing software as a service and will store personal data uploaded by the Customer (or the Customer's affiliates) in a server hosted by the Supplier. The Supplier will not further access or process the relevant personal data unless instructed by the Customer, or as may be incidentally necessary in order for the Supplier to perform maintenance activity on its software as a service offering. The purpose of the Supplier's processing will be to allow the Customer to access personal data that it uploads to the Supplier's platform.']

Data subjects

The Customer Personal Data processed by the Supplier concerns the following categories of data subjects (based on information known at the contracting stage and are non-exhaustive): *(please tick applicable categories)*

- SCI staff (including volunteers, interns, consultants)
- Project beneficiaries
- Household / relatives of Project beneficiaries
- SCI sub-contractor or supplier employees
- SCI donors
- SCI visitors
- SCI partner staff
- Members of the general public who contact SCI
- Other *(please specify)*

Categories of data (including any sensitive personal data, if relevant)

The Customer Personal Data processed by the Supplier concerns the following categories of data (based on information known at the contracting stage and are non-exhaustive): *(please tick applicable categories)*

Personal Data	Sensitive Data
<input type="checkbox"/> Names	<input type="checkbox"/> Racial or ethnic origin

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<input type="checkbox"/> Dates of birth	<input type="checkbox"/> Genetic data or biometric data (e.g. finger print) for the purpose of uniquely identifying someone
<input type="checkbox"/> Addresses	<input type="checkbox"/> Data concerning physical or mental health (incl. medical records, medical history, pre-travel health and psychological well-being examinations) or sexual orientation
<input type="checkbox"/> Telephone or mobile numbers	<input type="checkbox"/> Data relating to someone's criminal convictions or offences
<input type="checkbox"/> Email addresses	<input type="checkbox"/> Political opinions
<input type="checkbox"/> Photos	<input type="checkbox"/> Religious or similar beliefs
<input type="checkbox"/> Identity document numbers (e.g. passport, birth certificates or national ID numbers)	<input type="checkbox"/> Trade union membership or activities
<input type="checkbox"/> Employment history	
<input type="checkbox"/> Online electronic data (e.g. location data, IP address, email communication, browser history)	
<input type="checkbox"/> Financial information (e.g. bank account details or income)	
<input type="checkbox"/> Immigration status	
<input type="checkbox"/> Family details	
<input type="checkbox"/> Other: (please specify)	



[include Part C and the two appendices if relevant³]

**SCHEDULE 2
DATA PROTECTION**

**PART C
DATA TRANSFER AGREEMENT**

**Commission Decision C(2010)593
Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Save the Children International *[insert if country or regional office]*, *[insert address]*
(the **data exporter**)

[insert details of the Supplier processing entity]
(the **data importer**)

each a “**party**”; together “**the parties**”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix I.

Clause 1
Definitions

For the purposes of the Clauses:

- (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) 'the data exporter' means the controller who transfers the personal data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised

³ *User Note: This Part C contains EU Controller-to-Processor Model Clauses, which allow data to be lawfully transferred outside of the EEA. As the clauses are European Commission-approved, the terms cannot be amended. This Part C and its two appendices should be included if the Customer Personal Data is being transferred outside of the EEA. This includes where: (i) the Supplier is located outside of the EEA; and/or (ii) the Supplier will be processing the Customer Personal Data outside of the EEA.*

Mizanul Islam 

disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix I which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.


4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

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- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

Mizanul Islam 

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix I to PART C⁴

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):
 Save the Children International, *[insert address]*

Data importer

The data importer is (please specify briefly activities relevant to the transfer):
[For example: the Supplier Company, with offices at [insert address]. The Supplier Company is contracting with the data importer to [briefly describe the Services].]

Data subjects

The personal data transferred concern the following categories of data subjects (based on information known at the contracting stage and are non-exhaustive): *(tick categories applicable)*

- SCI staff (including volunteers, interns, consultants)
- Project beneficiaries
- Household / relatives of Project beneficiaries
- SCI sub-contractor or supplier employees
- SCI donors
- SCI visitors
- SCI partner staff
- Members of the general public who contact SCI
- Other (please specify)

Categories of data (including special categories of data, if appropriate)

The personal data and/or sensitive data transferred concern the following categories of data (based on information known at the contracting stage and are non-exhaustive): *(please tick applicable categories)*

Personal Data	Sensitive Data
<input type="checkbox"/> Names	<input type="checkbox"/> Racial or ethnic origin
<input type="checkbox"/> Dates of birth	<input type="checkbox"/> Genetic data or biometric data (e.g. finger print) for the purpose of uniquely identifying someone
<input type="checkbox"/> Addresses	<input type="checkbox"/> Data concerning physical or mental health (incl. medical records, medical history, pre-travel health and psychological well-being examinations) or sexual orientation
<input type="checkbox"/> Telephone or mobile numbers	<input type="checkbox"/> Data relating to someone's criminal convictions or offences
<input type="checkbox"/> Email addresses	<input type="checkbox"/> Political opinions

⁴ **User Note:** *There is some overlap between the questions in Appendix I and 2 of Part C and the questions in Part B. Please ensure responses are consistent.*

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<input type="checkbox"/> Photos	<input type="checkbox"/> Religious or similar beliefs
<input type="checkbox"/> Identity document numbers (e.g. passport, birth certificates or national ID numbers)	<input type="checkbox"/> Trade union membership or activities
<input type="checkbox"/> Employment history	
<input type="checkbox"/> Online electronic data (e.g. location data, IP address, email communication, browser history)	
<input type="checkbox"/> Financial information (e.g. bank account details or income)	
<input type="checkbox"/> Immigration status	
<input type="checkbox"/> Family details	
<input type="checkbox"/> Other: (please specify)	

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

[Please provide details of proposed processing activity. For example: ‘the Supplier is providing logistics services to the Customer will store and process personal data provided by the Customer (or Customer affiliates) in order to provide these Services. The purpose of the Supplier’s processing will be to allow the Supplier to complete deliveries of goods and other supplies to Customer’s local partner organisations across the world.]

[Please ensure this is signed by the parties to the framework agreement]

DATA EXPORTER

Name:.....
Authorised Signature

DATA IMPORTER

Name:.....
Authorised Signature

Mizanul Islam

APPENDIX 2 TO PART C

This Appendix forms part of the Agreement and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Paragraph 1(c) of Schedule 2, Part A (or document/legislation attached):

[Please detail all technological and organizational security measures that the Supplier will have in place in respect of Customer Personal Data. These measures should be appropriate to the risk of Customer Personal Data being lost or damaged and the nature of harm that might result. Technological measures can include encryption, password protection, use of secure servers and anti-virus software, Organizational measures can include physical protections (such as access controls and locking up of important documents), staff training, appropriate IT policies (such as BYOD policies) and incident response plans.]

[Please ensure this is signed by the parties to the framework agreement]

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

Mizanul Islam 

APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.

Mizanul Islam 

12. Spending excessive time alone with children away from others.

13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

Our values and principles

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

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

What we do

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

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

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

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

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

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

14. Hitting or otherwise physically assaulting or physically abusing children.
15. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
16. Developing relationships with children which could in any way be deemed exploitative or abusive.
17. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
18. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
19. Behaving physically in a manner which is inappropriate or sexually provocative.
20. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
21. Doing things for children of a personal nature that they can do themselves.
22. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
23. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
24. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
25. Spending excessive time alone with children away from others.
26. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

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

What we do

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

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

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

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

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

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

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

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

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

You are obliged to:-

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

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

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

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

1. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

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

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

4. The Commitment we expect from commercial partners

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

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

APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & SUPPLIERS

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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

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

Disclaimer

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

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