

INVITATION TO TENDER

South Sudan

31/09/2024

ITT/SSD/JB/2024/CI/017

**Provision of Negotiated Cash Insurance at Save the Children
Offices in South Sudan.**

SUBMISSION DEADLINE: 17:00 ON 21/11/2024

PRE-SUBMISSION CLARIFICATION MEETING: 1st/11/2024

QUESTIONS / CLARIFICATIONS: juba.procurement@savethechildren.org

FORMAT FOR SUBMISSION: BIDDER RESPONSE DOCUMENT

PART 1: INVITATION TO TENDER

- Introduction to SCI
- Project Overview and Requirements
 - Award Criteria
- Instructions & Key Information

PART 2: CORE REQUIREMENTS AND SPECIFICATION

Detailed description of SCI's specific requirements (e.g. volumes, delivery dates / locations, product specifications etc).

PART 3: BIDDER RESPONSE DOCUMENT

Template to be used to submit response to this Invitation to Tender.

PART 1 – INVITATION TO TENDER

1. INTRODUCTION TO SAVE THE CHILDREN

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

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

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

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

- Provide lifesaving supplies & emotional support for children caught up in disasters (e.g. floods, famine & 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](#).

2. PROJECT OVERVIEW

| Item | Description |
|--|--|
| Description of Goods / Services | Provision of Cash Insurance Services |
| Outcome of Tender | <i>Framework Agreement (Fixed Price) – the successful supplier(s) will be awarded a ‘Framework Agreement’. Within the Framework Agreement the terms of the service shall be agreed, as will the conditions of service. The Framework Agreement does not commit SCI to any purchases or specific volumes. Any future purchases which will be completed under separate Purchase Orders/scope of works which will be governed and linked to the original Framework Agreement.</i> |
| Duration of Award | <i>3 Years (Initial Period)</i> |

Further detail on the specific requirements of the project (e.g. volumes, dates, specifications etc.) can be found in [Part 2 \(Core Requirements & Specifications\)](#) of this Tender Pack.

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 four weighted categories of criteria: Essential Criteria, Sustainability Criteria, Capability Criteria, and Commercial Criteria.

3.1 ESSENTIAL CRITERIA

Criteria which bidders **must** meet in order to 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 immediately. These criteria are scored as 'Pass' / 'Fail'.

3.2 SUSTAINABILITY CRITERIA (10%)

Criteria used to evaluate the impact a supplier has on the environment, local economy and community. Bids will be evaluated against the same pre-agreed Criteria.

3.3 CAPABILITY CRITERIA (50%)

Criteria used to evaluate the bidder's ability, skill, innovation capacity and experience in relation to the requirements. Bids will be evaluated against the same pre-agreed Criteria.

3.4 COMMERCIAL CRITERIA (40%)

Criteria used to evaluate the commercial competitiveness of a bid. Bids will be evaluated against the same pre-agreed Criteria.

4. VETTING

Successful bidders must be successfully vetted. 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 and prior to any contract being signed, or orders placed. 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 withdraw their award decision.

5. BIDDER INSTRUCTIONS

5.1 TIMESCALES

| Activity | Date |
|--------------------------------------|------------|
| Issue Invitation to Tender | 31/10/2024 |
| Pre-Submission Clarification Meeting | 1/11/2024 |
| Deadline for questions from Bidders | 19/11/2024 |
| Deadline for Bid Submission | 21/11/2024 |
| Bid Clarifications | 02/12/2024 |
| Award Contact | 15/12/2024 |

The above dates are for indicative purposes only and are subject to change.

5.2 SUBMISSION FORMAT & BIDDER RESPONSE DOCUMENT

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

This document allows bidders to submit all the required information and be evaluated fairly and equally against the Essential, Capability and Commercial Criteria. Bidders may also be required to submit supporting documentation. Further instructions can be found within the document in Part 3 of this pack.

Bids can be submitted by **Electronic Submission via Email**

Electronic Submission via Email

- Email should be addressed to Save the Children International at SoutSudanTenders@savethechildren.org
- Note – this is a sealed tender box which will not be opened until the tender has closed. Therefore, do not send tender related questions to this email address as they will not be answered.
- The subject of the email should be **“ITT/SSD/JB/2024/CI/017/Bidder Response – ‘Bidder Name’, ‘Date’**”.
- All attached documents should be clearly labelled so it is clear to understand what each file relates to.
- Emails should not exceed 15mb – if the file sizes are large, please split the submission into two emails.
- Do not copy other SCI email addresses into the email when you submit it as this will invalidate your bid.

5.3 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, no later than **17:00 on 21/11/2024 (Central Africa Time)**

Bids must remain valid and open for consideration for a period of no less than 60 days.

5.4 KEY CONTACTS

All questions relating to the tender should be sent via email to:

| Name | Email Address |
|-------------------------------|--|
| Save the Children Procurement | juba.procurement@savethechildren.org |

Please be advised local working hours are 08:00 – 17:00 Monday – Thursday and 08:00 – 13:00 on Fridays.

Please allow up to 21 days for a response.

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

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

Objective

Save the Children South Sudan seeks to pre-qualify the services of an Insurance Company/ Licensed Broker to provide a guarantee of compensation for specified loss, permanent/total, damage, and disappearance of Cash kept in a Safe at various SCI locations in South Sudan.

These include:

- Provision of coverage (as mentioned above) for all negotiated cash balances in SCI office's locations in South Sudan both within and outside business working hours and locked in safes.
- Maintenance of a single master policy and certificate covering all SCI field locations in South Sudan.
- Provision of renewable term insurance policy at short notice.
- Provision of calculated sums assured/benefit.
- Timely response to requests and concerns as they arise.
- Provision of coverage for loss either through natural, accidental, theft, or any other means.

Locations to be covered

All locations where SCI maintains an office in South Sudan will be covered.

Services the Supplier will provide

Deliverables will be specified in the Terms of Reference for the respective services required, but the following are examples of what could be included for assessments and operations:

- Provision and completion of contract agreement on time.
- Provision of annual certificate of insurance.
- Payment of claims in a timely manner (timelines will be clearly defined in the signed contract).

PART 3 – BIDDER RESPONSE DOCUMENT

1. INTRODUCTION

This document **MUST BE USED** by Bidders wishing to submit a bid. It is linked into 5 sections detailed below:

- [Section 1 – Essential Criteria](#)
- [Section 2 – Capability, Sustainability & Innovation Questions](#)
- [Section 3 – Commercial Questions](#)
- [Section 4 – Bidder Submission Checklist](#)

The Bidder is required to sign a copy of the Check list in Section 4 as part of their submission.

2. INSTRUCTIONS

Within each section there are instructions providing guidance to the bidder on what information is required. This guidance details the **MINIMUM** requirements expected by SCI.

For your bid response please complete all the sections in this Part 3 below.

Where you believe there is an alternative specification or solution to the requirements in Part 2 above you may submit an additional bid response. For avoidance of doubt this will require you to submit two (2) separate bid response documents. Both bids shall be evaluated following the same process as outlined in Part 1 above.

If a Bidder wishes to add further information, this is acceptable, but the additional information should be limited to only items that 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 - ESSENTIAL CRITERIA

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

| Item | Question | Bidder Response | |
|------|--|--|--------------------------------------|
| 1 | MANDATORY CRITERIA : Supplier 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 | MANDATORY CRITERIA : The Supplier and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG’s policies and code of conducts listed below. 1) Child Safeguarding Policy 2) Anti-Bribery & Corruption Policy 3) Human Trafficking & Modern Slavery Policy 4) Protection from Sexual Exploitation and Abuse Policy 5) Anti-Harassment, Intimidation & Bullying Policy 6) IAPG Code of Conduct 7) Conditions of Tendering | Yes / No | Comments |
| | | | |
| 3 | MANDATORY CRITERIA: The Supplier confirms it is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual Purpose goods / services that may be used in a terror related activity. | Yes / No | Comments |
| | | | |
| 4 | MANDATORY CRITERIA : The bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this. | 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 | MANDATORY CRITERIA: The Supplier confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation). | Yes / No | Comments/Attachments |
| | | | |

| | | | |
|---|---|----------|------------------------|
| | <p>This includes the Supplier submitting the following requirements (where applicable):</p> <ul style="list-style-type: none"> - Legitimate business address - Valid Tax registration number & Tax clearance certificate - Valid Business registration certificate/Certificate of incorporation - Valid Operation/Trading license | | |
| 6 | Agrees to comply with Save the Children standard policies and procedures as stated in the RFQ or Invitation to Tender (ITT) document | Yes / No | Comments / Attachments |
| 7 | Insurance Operation Licence: Registration as an insurer by the national regulatory authority in South Sudan. | Yes / No | Comments / Attachments |

SECTION 2 – CAPABILITY, SUSTAINABILITY, & INNOVATION QUESTIONS

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

| Item | Question | Bidder Response | | |
|------|--|-----------------|--------------------------------|---------------------|
| 1 | <p>REFERENCES Bidders are required to demonstrate at least five years of experience as insurers for corporate premium insurance within South Sudan or the East African region. To verify this experience, bidders must submit job contracts or orders from the past five years. Additionally, bidders should show experience in delivering negotiated cash insurance coverage services to sectors such as development, humanitarian, or similar fields. Each bidder must provide three (3) signed corporate references as proof of their relevant experience.</p> | Client Name | Contact Details (Name & Email) | Project Description |
| | | 1) | | |
| | | 2) | | |
| 2 | Bidder to provide evidence as a registered insurer (copy of registration certificate from the regulatory authority in South Sudan is a must to attach). | Bidder Response | | Attachment(s) |
| | | | | |

| | | | |
|---|---|------------------------|----------------------|
| 3 | <p>The bidder must provide evidence of specific expertise in the following areas:</p> <p>Submit documentation evidencing a Master Policy with associated certificates, along with a detailed description of the services offered to demonstrate consistency and high standards in service quality.</p> <p>Submission of a draft insurance policy and a detailed description of the service to be offered.</p> | Bidder Response | Attachment(s) |
| | | | |
| 4 | <p>During the selection process, the service provider will be required to demonstrate an in-depth understanding of composite insurance relevant to negotiated Cash Insurance and Special Risks through an in-person presentation, which will be assessed and scored by the procurement committee.</p> <p>Bidders must also provide evidence of their clientele base by submitting contracts or job orders from the past five years as proof of relevant experience.</p> | Bidder Response | Attachment(s) |
| | | | |
| | | Bidder Response | Comments |
| | | | |

SUSTAINABILITY QUESTIONS

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

| Item | Question | Bidder Response | |
|-------------|--|------------------------|-----------------------------|
| 1 | <p>Bidder to confirm whether they have a policy of Diversity, Equity and Inclusion (DEI) with the recruitment of staff to ensure equal opportunity for staff of different gender and/or ethnic background. If Yes, provide a copy of your DEI policy along with your bid offer.</p> | Bidder Response | Comments |
| | | | |
| | | Bidder Response | Comments/Attachments |
| | | | |

SECTION 3 – COMMERCIAL QUESTIONS

Bidders are requested to use the following pricing structure to share rates:

Invitation to tender

Provide premium payable per safe location according to the model below:

| Cash & Safe Holdings | Minimum Limit | Maximum Limit | Premium |
|-----------------------------|---------------|---------------|---------|
| Juba Office | | | |
| Safe: SSP | 150,000 | 2,000,000 | |
| Safe: USD | 3,000 | 30,000 | |
| Torit Field Office | | | |
| Safe: SSP | 350,000 | 20,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Magwi Field Office | | | |
| Safe: SSP | 350,000 | 20,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Akobo Field Office | | | |
| Safe: SSP | 500,000 | 30,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Bor Field Office | | | |
| Safe: SSP | 500,000 | 20,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Maban Field Office | | | |
| Safe: SSP | 500,000 | 20,000,000 | |
| Safe: USD | 250 | 10,000 | |
| Kapoeta Field Office | | | |
| Safe: SSP | 500,000 | 15,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Renk Field Office | | | |
| Safe: SSP | 500,000 | 15,000,000 | |
| Safe: USD | 250 | 5,000 | |
| Abyei Field Office | | | |
| Safe: SSP | 500,000 | 20,000,000 | |

| | | | |
|---------------------|---------|------------|--|
| Safe: USD | 250 | 5,000 | |
| Walgak Field Office | | | |
| Safe: SSP | 500,000 | 30,000,000 | |
| Safe: USD | 250 | 5,000 | |

Please note these costs should only cover rates of premium payable.

Payment information

To better control costs the SCI preference is that payment is made as annual premium.

SECTION 4 – BIDDER SUBMISSION CHECKLIST

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

| No | Section | Please Tick |
|----|---------|-------------|
|----|---------|-------------|


Invitation to tender

| | | |
|----|---|--|
| 1. | Section 1 – Essential Criteria | |
| 2. | Section 2 – Capability, Sustainability & Innovation Questions | |
| 3. | Section 3 – 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 | Policy / Document | Signature |
|--|--|-----------|
| Terms & Conditions of Bidding |  1. Terms & Conditions of Biddir | |
| Terms & Conditions of Purchase | SC-C-00 Purchase Order Terms Conditions (EN).pdf | |
| Supplier Sustainability Policy and the included mandatory policies | Click Here to Access | |

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

Signature:

Name:

Title:

Company:

Email:

Telephone:

Date:

ANNEX I
TERMS AND CONDITIONS OF PURCHASE

Invitation to tender

1 Definitions and Interpretation

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

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

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

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

3 Compliance and Ethical Standards

3.1 The Supplier 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 subcontractors 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.

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

(b) comply with the Supplier Sustainability Policy annexed to this Agreement (the "**Supplier Sustainability Policy**") which includes the following Customer policies:

- (i) Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA);
- (ii) Anti-Harassment, Intimidation and Bullying policy;
- (iii) Fraud, Bribery and Corruption; and
- (iv) Human Trafficking and Modern Slavery (the Supplier Sustainability Policy and the policies listed under Clause 3.2(b)(i) to (iv) together, the "**Mandatory Policies**").

3.3 The Supplier, 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 in terrorism

(b) be involved in the manufacture or sale of arms

(c) have any business relations with governments for any war related purpose; or

(d) transport the Goods/Services together with any military equipment.

3.4 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.

3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall 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). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall 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.

3.6 In relation to Condition 3.5, 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. The Supplier must ensure that it regularly checks its staff, suppliers and subcontractors against sanctions lists and must immediately inform the Customer of any apparent correlation.

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

3.8 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.

3.9 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.

3.10 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 verifying compliance with the requirements of Condition 3. 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 / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Agreement, and in either case during the Customer's usual business hours, except where otherwise agreed in the Agreement. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Agreement.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Agreement, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

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

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

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

6 Price and Payment

6.1 Payment will be made as set out in the Agreement and the Customer shall be entitled to off-set against the price set out in the Agreement all sums owed to the Customer by the Supplier.

6.2 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 becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) the Supplier is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer; or
- c) the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that 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.

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) 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; c) 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;
- d) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
- e) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
- f) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

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

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

10 General

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

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

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

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

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

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

11 Personal Data

11.1 In addition to its obligations of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "Processor"), shall ensure that in relation to any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("Personal Data");

(a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "Controller") and only to the extent necessary for the purposes set out in this Contract;

(b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;

(c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

(d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and

(e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

11.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so only with the consent of SCI and by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws.

11.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.

11.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.

11.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data of relating to the processing of Personal Data by the Supplier.

11.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.

11.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("Applicable Laws").

ANNEX 2

SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

PART 1 - INTRODUCTION

SAVE THE CHILDREN'S VALUES: Save the Children's vision is a "world in which every child attains the right to survival, protection, development and participation". Our values are creativity, accountability, integrity, collaboration and ambition. These serve as overarching values to which suppliers of goods and services to Save the Children are expected to adhere.

REFERENCE: International Standards, Conventions and Principles such as the UN Declaration on Human Rights and other core Human Rights Treaties, including the UN Convention on the Rights of the Child and the International Labour Standards on Child Labour & Forced Labour (namely 138 and 182) are the foundations on which much of this Policy is based. Therefore, it is Save the Children's expectation that any supplier will adhere to these principles.

INTERPRETATION: The Global Compact¹ ("Compact") is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the Guiding Principles on Business and Human Rights). Save the Children encourages all suppliers to participate in the Compact. This policy addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Policy should be undertaken in a manner consistent with the Compact.

PART 2 - SCOPE OF APPLICATION

- The provisions of this Policy set forth Save the Children's expectations for suppliers that are registered with Save the Children, or with whom it does business.
- Save the Children expects that these standards apply to, and will be communicated to, suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts.

Save the Children's aim is to guide its suppliers over the long term to meet these standards. Those who will not be able to demonstrate their goodwill, may see their supply relationship called into question.

PART 3 - CONTINUOUS IMPROVEMENT

- The provisions set forth in this Policy provide the minimum standards expected of suppliers.
- In addition, Save the Children expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
- Save the Children recognises that reaching some of the standards established in this Policy is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

PART 4 - MANAGEMENT, MONITORING AND EVALUATION

- Suppliers are required, as a minimum, to comply with compulsory standards in this Policy ("must" provisions), and to set clear goals and work-plans to achieve the other standards ("should" provisions).

➤ This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance

PART 5 – KEY PRINCIPLES AND SUPPLIER STANDARDS

➤ Suppliers must follow all local and international laws at all times. Where the standards of this Policy exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.

➤ If you become aware of any instances where the requirements of this Policy are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify Save the Children immediately (contact details in Part 6).

➤ For further information on each of the Supplier Standards below, please refer to these Mandatory Supplier Policies:

- Human Trafficking & Modern Slavery Policy
- Protection from Sexual Exploitation & Abuse Policy
- Anti-Harassment, Intimidation & Bullying Policy
- Fraud, Bribery & Corruption Policy & Procedure
- Child Safeguarding Policy

1 - KEY PRINCIPLES

1.1 Obey all applicable international and local laws, legislation, and regulations

1.2 Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working

1.3 Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff

1.4 Employ staff of an appropriate age

1.5 Pay all staff fairly and reasonably

1.6 Employ staff on a voluntary basis, with freely agreed documented terms of employment

1.7 Be a responsible employer, treat staff fairly and protect their health and safety

1.8 Ensure that workers and employees have a voice and are given the freedom of association

1.9 Grant staff the rights afforded under national and international Human Rights acts

1.10 Ensure all staff are treated with dignity and respect

1.11 Minimise environmental impact (including waste, energy, emissions and water) as much as possible

1.12 Adhere to the highest standards of moral and ethical conduct

1.13 Adopt a zero-tolerance approach towards fraud, bribery and corruption

1.14 Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these

1.15 Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct

1.16 Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)

1.17 Protect and promote the land rights of communities, including indigenous people

SUPPLIER STANDARD 2 - LABOUR

2.1 MINIMUM WORKING AGE

2.1.1 Must adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).

2.2 FORCED / COMPULSORY LABOUR

2.2.1 Must prohibit forced or compulsory labour / modern slavery in all forms.

2.3 MODERN SLAVERY AND HUMAN TRAFFICKING

2.3.1 Must not participate in, or support, Human Trafficking or Modern Slavery.

2.3.2 Must not subject any people to exploitative or harmful labour.

2.4 CHILD LABOUR

2.4.1 Must ensure that work opportunities provided to children of working age are decent.

2.4.2 Must not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.

2.4.3 Should work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.

2.5 DISCRIMINATION

2.5.1 Must not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.

2.6 HARASSMENT, INTIMIDATION AND BULLYING

2.6.1 Must ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.

2.6.2 Must ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

2.7 WAGES AND WORKING HOURS

2.7.1 Must ensure workers are provided with a fair living wage.

2.7.2 Must not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.

2.7.3 Should ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.

2.7.4 Should use employment contracts for all staff to provide security.

2.7.5 Should ensure your suppliers and subcontractors are paid fairly and on time as committed.

2.8 HEALTH AND SAFETY

2.8.1 Must ensure all applicable Occupational Health and Safety laws are adhered to.

2.8.2 Must ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.

2.8.3 Must ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development. 3 A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include: - Wages: paid in full and directly

to the staff concerned, at regular intervals no longer than one month - Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc.

SUPPLIER STANDARD 3 – HUMAN RIGHTS

3.1 HUMAN RIGHTS

3.1.1 Must not be complicit in any Human Rights abuses or violations.

3.1.2 Must ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

SUPPLIER STANDARD 4 - ENVIRONMENT

Suppliers should reduce their negative environmental impact by adhering to the following standards:

4.1 ENVIRONMENTAL

4.1.1 Must, at all times, comply with existing environmental legislation and regulations.

4.2 IMPACT

4.2.1 Should develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.

4.2.2 Should measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).

4.3 WASTE

4.3.1 Should adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).

4.3.2 Should avoid using materials that are dependent on finite resources, instead use materials of sustainable origin. 4.3.3 Should review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

4.4 ENERGY AND EMISSIONS

4.4.1 Should adopt a work culture and practices that reduce emissions (e.g. CO₂, N₂O, Hydrocarbons etc.) in the lifecycle of your products and operations.

4.4.2 Should have a clear understanding of your carbon footprint and a plan to reduce it.

4.4.3 Should use alternative / green energy sources (e.g. solar power).

4.5 WATER

4.5.1 Should minimise water usage / wastage and adopt water-saving technologies where possible.

SUPPLIER STANDARD 5 – ETHICAL CONDUCT

5.1 CORRUPTION

5.1.1 Must not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.

5.1.2 Must not attempt to improperly influence any Save the Children procurement process.

5.2 CONFLICT OF INTERESTS (incl. Post-Employment Restrictions)

5.2.1 Must disclose any actual, perceived, or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.

When this is not practical/possible, set a plan/ambition to achieve these standards in the future

5.2.2 Must notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.

5.3 GIFTS AND HOSPITALITY

5.3.1 Must not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee.

5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

5.1.1 Must comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.

5.1.2 Must provide to Save the Children the names and dates of birth of key staff, to enable vetting.

SUPPLIER STANDARD 6 - SAFEGUARDING

6.1 CHILD AND ADULT SAFEGUARDING

6.1.1 Must comply with all relevant laws and regulations including 'United Nations Convention on the Rights of the Child', 'International Labour Standards on Child Labour & Forced Labour' etc.

6.1.2 Must complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.

6.1.3 Should ensure staff are aware of the Safeguarding Policy⁷ and participate in Safeguarding trainings provided by Save the Children when offered.

6.1.4 Must create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

6.2 EXPLOITATION, ABUSE AND HARM

6.2.1 Must ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.

6.2.2 Must ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

6.2.3 Must note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.

6.2.4 Must not physically, sexually or emotionally harm, or threaten to harm any child or adult.

6.2.5 Must not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.

6.2.6 Must not engage in any form of coercive behaviour including physical and / or humiliating punishment.

6.2.7 Must not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.

6.2.8 Must ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

SUPPLIER STANDARD 7 - COMMUNITY IMPACT

7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

7.1.1 Should act in a way that positively impacts local communities, improves their livelihoods and uplifts the local economy.

7.1.2 Should, where possible, proactively engage and employ locally based suppliers.

7.1.3 Should, where possible, procure goods / materials that are sourced and manufactured locally.

Save the Children employees do not accept any type of gift or any offer of hospitality.

Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood.

7.1.4 Should, where possible, employ staff from local communities.

7.1.5 Should proactively strengthen local suppliers through technical / operational / management training or support. 7.1.6 Should respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

7.2 INDIGENOUS PEOPLE

7.2.1 Should respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.

7.2.2 Should avoid activity that may have an adverse impact on the indigenous population.

7.3 CULTURAL HERITAGE

7.3.1 Should recognise and respect the importance of physical and non-physical cultural heritage in the community.

PART 6 – WHISTLEBLOWING / CONTACT US

➤ Save the Children commits to fair and transparent processes. Concerns should be submitted using the email addresses listed below. All issues will be reviewed and investigated discretely and appropriately.

- Safeguarding: safeguarding@savethechildren.org

- Whistleblowing: whistleblowing@savethechildren.org

- Fraud: scifraud@savethechildren.org

- Procurement Process / General: procurement@savethechildren.org