

Tender Notice

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

Save the Children in Albania is inviting submissions of tenders for a contract to provide the following services:

- **Reconstruction of the mini-soccer field in School “Mustafa Gjestila” BURREL; School “SHKOLLA 9-VJEÇARE SULË MISIRI” ELBASAN; School SH.M.B “BILAL GOLEMI” KARDHIQ**

Detailed technical specifications are included within the tender documents.

If you are interested in submitting a bid, please contact *Procurement Team* at the following address info.albania@savethechildren.org to express your interest and request the tender documents. Tender documents will be sent to you by return.

It is recommended to request / collect the tender documents as soon as possible.

Completed tender documents are due to be submitted by **February 26th 2021**

INVITATION TO TENDER FOR SAVE THE CHILDREN INTERNATIONAL

**ALBANIA
21/01/2021**

**Reconstruction of the mini-soccer field in three schools
“Mustafa Gjestila”, BURREL
“SHKOLLA 9-VJEÇARE SULË MISIRI”, ELBASAN
SH.M.B "BILAL GOLEMI", KARDHIQ**

Date:	21/01/2020
Invitation to Tender (ITT) Reference No:	ALB/2021/001

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for **implementing a reconstruction works of the mini-soccer field in school "Mustafa Gjestila", BURREL; "SHKOLLA 9-VJEÇARE SULË MISIRI", ELBASAN; SH.M.B "BILAL GOLEMI", KARDHIQ.** 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 **26/02/2021 at 16:00 p.m. GMT+1 Albania time** using the Bidder Response Document provided in **[Part 3](#)** of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed **[here](#)**.

Queries should be directed to **info.albania@savethechildren.org**

We look forward to receiving your response.

Procurement Team

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	Albania
Description of goods or services	Reconstruction works of the mini-soccer field in 3 schools
Duration	<ol style="list-style-type: none"> 1. Mini-Soccer field, School "Mustafa Gjestila" Burrel- 6 weeks 2. Mini-Soccer field, School "Sulë Misiri" Elbasan- 5 weeks 3. Mini-Soccer field, School SH.M.B "Bilal Golemi" Kardhiq"- 6 weeks
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.

3.2 CAPABILITY CRITERIA

These 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.

3.3 COMMERCIAL CRITERIA

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

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 40%. The Capability Criteria will account for up to 60% of the score.

The Evaluation Criteria of the Offer

The evaluation process will be based on value for money, as follows:

Proposal Evaluation Criteria		Points
1	Technical Evaluation	60
2	Financial Evaluation	40

1. Technical Evaluation		Points
1.1 Tenderer's capacity, resources, competence and experience proposed for Contract		17
A	Brief description of the company organization including types of similar activities undertaken in the specific field of assignment and approximate budget	5
B	General organizational capability which is likely to affect implementation: capacity, project management controls (No of own directly employed consultants, machinery and equipment's), management structure, financial stability and project financing	4
C	Details of Offerors past and current partnerships and collaborative efforts with other Firms and organizations for implementing such implementation activities in Albania. Relevance of specialized knowledge and experience on similar engagements done in the region/country	5
D	Providing documentation regarding company's financial stability, including audited financial statements of the last 3 years. The Bidder needs to prove that they have sufficient liquidity (cash-flow) and ability to sustain payments to subcontractors and employees, considering that Client payment to the Contractor will be made on reimbursement bases.	3

1.2 Proposed Methodology, Approach and Implementation Plan		28
A	Providing an executive summary that defines overall approach to manage and operate all of the required services for this contract, including proposed staffing plan for The contract in an organogram format.	5
B	*Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Tender technical Specifications and Designs, *Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately described relative To one another?	15
C	Assessment of the quality and detail of the implementation plan proposed including whether the activities are properly sequenced, resourced and if these are logical and realistic outputs to achieve in line with Client requirements	5
D	Demonstrate how you plan to integrate sustainability measures in the execution of the contract to provide goods or services	3
1.3 QA system for Executing Contract		9
A	Quality Management System approach meeting requirements of EU Standards and respective certificates, with clear descriptions of the sections of the QMS for the construction organization	3
B	QMS has a developed quality management plan and other documented procedures for the delivery of the construction services as per the tender technical Specifications	3
C	Description of Risk Mitigation measures in place for ensuring quality of the works as it proceeds, internal checks, oversight and assurance of possible subcontractors	3
1.4 Key Personnel Proposed		6
A	Composition and suitability of the team structure proposed	2
B	CVs of Senior Manager (main focal person/counterpart for Client for the services) suitability for the role	2
C	CVs of Design Personnel/Experts (responsible for services under one or more specialist Technical areas) suitability for the role.	2
2. Financial Evaluation		40
Total Points		100

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	21/01/2021
Deadline for questions from Bidders	27/01/2021
Deadline for Return of Bids	26/02/2021
Bid Clarifications	18/02/2021
Award Contact	04/03/2021
Go Live	10/03/2021

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

6.2 DOCUMENTATION FOR SUBMISSION

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

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

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

6.3 SUBMISSION OF BIDS

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

Bids can be submitted by hard copy:

Paper Submission

- One hard copies of bid submitted on headed paper
 - Bids to be submitted to
**Procurement Team, Save the Children, Albania Country Office; P.O.Box 8185;
Rr. Mihal Popi Tirana, Albania;**
 - Bids should be submitted in a single sealed envelope addressed to Procurement team.
 - The envelope should clearly indicate the Invitation to tender reference number (ALB/2021/001), 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.
 - A USB drive with all scan submission documents.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received at the specific address, not later than **12/02/2021 at 12:00 p.m. GMT+1 Albania 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.

Procurement Team

Save the Children

Procurement Team, Save the Children, Albania Country Office; P.O.Box 8185; Rr. Mihal Popi Tirana, Albania;
info.albania@savethechildren.org

Please be advised local working hours are 09:00 – 16:00 from Monday to Friday.

Please allow up to 2 working days for a response.

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

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

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

I. INTRODUCTION TO CONSTRUCTION AT SAVE THE CHILDREN IN ALBANIA

The project aims to contribute to a better school environment that promotes and supports healthy life styles for children to develop their full potential. We believe that sports and especially football may play a crucial role in bringing people together around healthy practices and attitudes and the overall treatment of the most deprived children. This project will address the accessibility and quality of sport facilities including child-centered approaches of teaching. Three school sport facilities will be reconstructed and refurbished in order to maximize the healthy development of children through active play.

2. SPECIFIC REQUIREMENTS

Award criteria

The First Chapter in one sealed envelope should include documents as listed below:

Documents pertaining to the Tenderer's capacity, resources, competence and experience proposed for the contract, as listed below:

1. CV of the company, including the information as listed below:
 - a- Brief description of the company organization including types of similar activities undertaken in the specific field of assignment and approximate budget;
 - b- General organizational capability which is likely to affect implementation: capacity, project management controls; No. of own directly employed consultants, machinery and equipment, management structure, financial stability and project financing;
 - c- Details of past and current partnerships and collaborative efforts with other firms and organizations for implementing such implementation activities in Albania; relevance of specialized knowledge and experience on similar engagements done in the region/country;
 - d- Providing documentation regarding company's financial stability, including audited financial statements of the last 3 years (**2017, 2018, 2019**); proof that they have sufficient liquidity (2 % of the fund allocated as a guarantee of cash-flow to sustain payments to subcontractors and employees, considering that Client payment to the Contractor will be made on reimbursement bases), proof of active tax status and confirmation of no obligations for the last 6 months.

2. Documents on the proposed methodology, approach and implementation plan as listed below:
 - a- An executive summary that defines overall approach to manage and operate all of the required services for this contract, including proposed staffing plan for the contract in an organogram format;
 - b- Description of the approach and methodology for meeting or exceeding the requirements of the Tender technical Specifications and Designs; Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately described relative to one another;
 - c- Assessment of the quality and detail of the implementation plan proposed including whether the activities are properly sequenced, resourced and if these are logical and realistic outputs to achieve in line with Client requirements;
 - d- Demonstrate how you plan to integrate sustainability measures in the execution of the contract to provide goods or services.

3. Documents on the QA system for executing the contract, as listed below:

- a- Quality Management System approach meeting requirements of Albania/EU Standards and respective certificates, with clear descriptions of the sections of the QMS for the construction organization;
- b- QMS has a developed quality management plan and other documented procedures for the delivery of the construction services as per the tender technical Specifications;
- c- Description of Risk Mitigation measures in place for ensuring quality of the works as it proceeds, internal checks, oversight and assurance of possible subcontractors.

4. Documents on the key proposed personnel, as listed below:

- a- Composition and suitability of the team structure proposed;
- b- CVs of Senior Manager (main focal person/counterpart for Client for the services) suitability for the role;
- CVs of Design Personnel/Experts (responsible for services under one or more specialist technical areas) suitability for the role (Civil Engineer; Executive Architect)
- c- CV's of other personnel providing technical and administrative support suitability for the role.
- d- Professional license of the operator for the realization of the object of the contract, issued by the competent state authorities;

For general construction works the company must have the following licenses:

- N.P. 1- A Excavation works;
- N.P. 2- E Civil and industrial constructions;
- NP- 12A Environmental engineering works
- NP-7- B Water supply, sewerage, drainage and irrigation works

The manpower of the economic operator necessary for the execution of the procurement object to be at least 5 employees for the period September 2020 – October 2020. The following documents will be submitted as evidence for the workforce;

- a) Certificate issued by the tax administration for the period September 2020 – October 2020 accompanied by payroll according to the format required by tax legislation.

To have in its staff at least 5 (five) employees equipped with proof of qualification of technical insurance from ISHTI or from equivalent institutions, the relevant employment contract (valid) as follows:

• Teknik ndertimi 4 (kater) (Construction Technician 4 (four)

• Manovrator 1 (një) (Maneuver 1 (one)

Equipment required (Mjetet dhe pajisjet teknike, që nevojiten për ekzekutimin e kontratës.

Mjetet	Sasia	Gjendja
Kamion vetëshkarkues (kapaciteti mbajtës minimum 5 (pesë) ton dhe maksimumi 10 (dhjete) ton për secilin kamion	1 piece	Owned or rented
Dump truck (carrying capacity minimum 5 (five) tons and maximum		



10 (ten) tons for each truck		
Elektrosaldatrice	1 piece	Owned or rented
Autovinc (Crane)	1 piece	Owned or rented
Tokmak Elektrik	1 piece	Owned or rented
Autobetoniere	1 piece	Owned or rented
Betoniere 500l	2 piece	Owned or rented
Kamioçinë (kapaciteti mbajtës deri ne 3.5 (tre pike pese) ton Truck (carrying capacity up to 3.5 (three points five) tons	1 piece	Owned or rented
Skela metalike (forme H) të kompletuara Completed metal scaffolding (H shape)	300 m2	Owned or rented
Rul me Vibrim Roller with Vibration	1 piece	Owned or rented
Gjenerator Saldimi Welding Generator	1 piece	Owned or rented
Zmerilatrice	1 piece	Owned or rented
Eskavator me goma 0.25 m3 Tire excavator	1 piece	Owned or rented

a) The following documents will be presented as evidence to prove the availability of technical means and equipment:

b) For technical equipment, which are owned by the operator, the following must be submitted:

-sale and purchase contracts or lease contracts

For assets that recorded in public registers, when they owned, the following must be submitted:

- *certificate of ownership*
- *circulation permit*
- *photo for each vehicle declared where the vehicle license plate is visible*

while for rented vehicles, the following must be submitted:

- *Rental contract*
- *circulation permit*
- *certificate of ownership*
- *photo for each vehicle declared where the vehicle license plate is visible*

Quality certificates to be submitted by operators:

- ***Economic operator must present the certificate of quality of works ISO 9001-2015 valid***
- ***Economic operator must present the certificate ISO 14001-2015 valid***
- ***Economic operator must present valid OHSAS 18001-2007 certificate (equivalent to ISO 45001-2018)***

*** All the above certificates must be issued by a conformity assessment body, accredited by the national accreditation body or international accreditation bodies. The Albanian standard SSH on conformity of European standards is accepted and issued by accredited conformity assessment bodies in the Republic of Albania.**

- **All documents must be originals or notarized copies of them. Cases of non-submission of a document, or of false and inaccurate documents, are considered as conditions for disqualification.**

The Second Chapter (entitled Financial Offer) in one sealed separate envelope should include documents as listed below:

1. The Bill of Quantity Excel sheet as provided in the tender documents, filled with the respective prices and totals (unit price will overcome);
2. The financial offer in correspondence with the subtotals and total amounts in the BoQ;

The Construction Project, the Bill of Quantity in Excel and other documents can be found through accessing the following link to be open by google chrome:

3. SPECIFICATIONS

CATEGORY	MINIMUM INFORMATION TO BE PROVIDED	OPTIONAL INFORMATION TO BE PROVIDED
CONSTRUCTION	Bill of Quantities Work plan Template Methodology Template List of Equipment	Specific Resource Requirements

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 <i>(please state the currency)</i>	2019	2018	2017
Annual Revenue (from goods and services requested in this tender)			

Have you supplied goods or services to SCI previously? If so, please provide a brief summary.	
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KEY CONTACT DETAILS			
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	Primary Contact	Secondary Contact	Emergency Contact
Name			
Job Title			
Phone / Mobile			
Email			
Address			

OTHER KEY INFORMATION	
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Provide details of what insurance cover you have and what the maximum value is	
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KEY ROLES & PERSONNEL			
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	Job Title	Role	E-mail Address
Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).			

SECTION 2 - ESSENTIAL CRITERIA

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

Item	Question	Bidder Response	
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	<p>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.</p> <ol style="list-style-type: none"> 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	<p>The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).</p> <p>This includes the Bidder submitting the following requirements (where applicable):</p> <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	Bill of Quantities	Yes / No	Comments
6	Work plan Template	Yes / No	Comments / Attachments
7	Methodology Template	Yes / No	Comments / Attachments
8	List of Equipment	Yes / No	Comments / Attachments

SECTION 3 – CAPABILITY QUESTIONS

Instructions – Bidders are required to complete and submit all the required information and documents mentioned in the table above in section#3 to get 60% in addition to the below request.

Item	Question	Bidder Response		
		Client Name	Contact Details (Name & Email)	Project Description
1	<p>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.</p> <p><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></p>	1)		
		2)		

SECTION 4 – COMMERCIAL QUESTIONS

The bill of quantity will be shared together with tender document based on the expression of interest.

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

.....

SCHEDULE I – TERMS & CONDITIONS OF BIDDING

Definitions

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

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

1. The Contract

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

2. Late tenders

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

3. Correspondence

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

4. Acceptance of tenders

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

5. Alternative offer

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

6. Prices

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

7. No reimbursement of tender expenses

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

8. Non-Disclosure and Confidentiality

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

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

9. Award Procedure

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

10. Information and Record Keeping

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

11. Anti-Bribery and Corruption

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

12. Child Protection

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

13. Human Trafficking and Modern Slavery

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

14. Exclusion Criteria

Any Potential supplier is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Potential supplier operates.
Any Potential supplier will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Potential supplier is required to confirm in writing:

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

16. Assignment and novation

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

PART 4 - APPENDICES

Appendix 1 - Terms & Conditions of Purchase

Appendix 2 – Save the Childrens Safeguarding Policy

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

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

Appendix 5 – Code of Conduct for IAPG Agencies and Suppliers

APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

Save the Children in Albania

and

[•]

Construction Contract for [•] Project

NOTE - BEFORE YOU SIGN THIS CONTRACT:

- This Contract contains [yellow highlighted text] to indicate the clauses that must be filled in for each project. **You will need to consider whether the optional text applies and/or insert missing information.**
- **DO NOT SIGN THIS CONTRACT IF THE CLAUSES HIGHLIGHTED YELLOW ARE BLANK.**
- All notes, including those in this box, and square brackets should be deleted from the final document before signing.

Agreement

THIS AGREEMENT is made between:

1. **Save the Children International**, whose registered office address is at St. Vincent House, 30 Orange Street, London, WC2H 7HH, company number 3732267 (the **Principal**)

and

2. [] (the **Contractor**)

WHEREAS:

- A. The Principal wishes to engage the Contractor to construct the Works;
- B. The Contractor is engaged in the business of offering such Works and has the necessary skill, knowledge and experience in that field to carry out such Works; and
- C. The Principal hereby appoints the Contractor for the provision and execution of such Works for the sum specified in this Agreement.

NOW THIS AGREEMENT WITNESSES as follows:

- 1. In this Agreement words and expressions shall have the meanings assigned to them in the Conditions of Contract hereinafter referred to.
- 2. The Conditions of Contract, Contract Data and Annexes are hereby incorporated by reference herein and, together with this Agreement, shall be deemed to form the Contract.
- 3. The Contractor shall construct, install, complete and warrant the Works and remedy any defects or non-compliances therein in conformity in all respects with the provisions of the Contract.
- 4. The Principal shall pay the Contractor in consideration of the construction, installation, completion and warranty of the Works (and remedying any defects and/or non-compliances therein) the fixed lump-sum price stated in the Contract Data, as may be adjusted in accordance with the terms of the Contract.
- 5. No amendment or addition to the Contract shall be binding on the Parties unless it is in writing and signed on behalf of each of the Parties.
- 6. The Parties hereby warrant and undertake, each to the other, that they have respectively entered into and executed this Agreement by their duly authorised representatives in accordance with all procedures required by their respective governing laws and constitutional documents.
- 7. This Agreement may be executed in two (2) counterparts, which shall together constitute one (1) agreement. Any party may enter into this Agreement by duly executing any such counterpart.
- 8. This Agreement shall come into full force and effect upon the date stated in the Contract Data (the **Effective Date**).

IN WITNESS WHEREOF this Agreement has been executed by the parties on the day and year first before written.

SIGNED by: [•]

SIGNED by: [•]

for and on behalf of the Principal

for and on behalf of the Contractor

in the presence of:

in the presence of:

Name:

Name:

Date:

Date:

Contract Data

[NOTE:

- **[YELLOW HIGHLIGHTED TEXT] INDICATES THE CLAUSES THAT MUST BE FILLED IN.**
- **YOU WILL NEED TO CONSIDER WHETHER THE OPTIONAL TEXT APPLIES AND/OR INSERT MISSING INFORMATION.**
- **DO NOT SIGN THIS CONTRACT IF THE CLAUSES HIGHLIGHTED YELLOW IN THIS SECTION ARE BLANK.]**

The following Contract Data shall be read in conjunction with the Agreement and Conditions of Contract:

Clause	Item	Data
	Effective Date	[•]
1.1	Commencement Date	[•] days
1.5	Contract Price	USD [•]
1.10	Contractor's Representative	[•]
1.28	Principal's Representative	[•]
1.38	Time for Completion	[•] days
4.1	Address for notices	<u>Principal:</u> [•] <ul style="list-style-type: none"> • Address • Email • Fax Number • Attention <u>Contractor:</u> [•] <ul style="list-style-type: none"> • Address • Email • Fax Number • Attention
10.1	Site Access Prerequisites	a) all permits, consents and licenses necessary to commence and perform the Works as required under Sub-Clause 9.1; and b) the Required Insurances
11.3	Engineer / Architect	[•]

12.3	Principal supplied materials, plant, labour and/or equipment	[•]
16.1	Performance bond	Strike out as applicable: a) A performance bond is NOT required for this contract; or b) A performance bond IS required for this contract, and: <ul style="list-style-type: none"> • the value of the performance bond shall be equal to [10] % of the Contract Price • the performance bond shall be provided to the Principal no later than [5] days from the Commencement Date
20.2	Submission timeline for the programme of Works	[•] days
22.1	Liquidated Damages for Delay	[•]% per day
22.2	Cap on liquidated damages	[•] % of the Contract Price
24.1	Defects Notification Period	[3 to 12] months
27.1	Payment Method:	Payment shall be made by either (strike out as applicable): <ul style="list-style-type: none"> • [Milestone payments]; or • [Monthly progress payments]
	<i>Milestone payments</i>	
27.4	Timeframe for Engineer to inspect the Works after receiving notice and evidence of a completed milestone	Within [10] days of receipt of notice and evidence
27.6	Timeframe for payment following delivery of each statement	Within [28] days of delivery of each statement
	<i>Monthly progress payments</i>	
27.9	Timeframe for Engineer's written confirmation to Principal for payment of statement	Within [14] days of delivery of each statement

27.10	Timeframe for payment following delivery of each statement	Within [28] days of delivery of each statement		
27.11	Timeframe for submission of final account	Within [28] days of the events listed in Sub-Clause 29.2		
29.1	Payment retentions	[5] % of the total value of each payment		
30.1	Contractor Bank Account Details	<ul style="list-style-type: none"> Name of Bank: [•] Account Number: [•] Beneficiary Name: [•] 		
31.1	Currency	United States Dollar (USD)		
35	Required Insurances	<i>Type of Policy</i>	<i>Sum Insured</i>	<i>Exclusions</i>
		Contract Works	[USD value of contract]	
		Contractor's Employees	[USD 1,000,000]	
		Contractor's vehicles, equipment and plant	[USD value of contractor's vehicles, equipment and plant]	
		Third party public liability	[USD 1,000,000]	
		Professional indemnity	[USD 1,000,000]	

Conditions of Contract

I. **Definitions**

- I.1 **Applicable Laws** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time;
- I.2 **Associated Company** means, in respect of a relevant company, a company which is a Subsidiary, a Holding Company or a company which is a Subsidiary of the Holding Company of that relevant company.
- I.3 **Commencement Date** means the date falling upon the number of days specified in the Contract Data, after the Effective Date.
- I.4 **Contract** means the Agreement, the Contract Data, these Conditions of Contract and the documents listed in the Annexes.
- I.5 **Contract Price** means the sum stated in the Contract Data, as may be adjusted in accordance with the terms of the Contract, such sum to be inclusive of all taxes and duties payable in respect of the Works (if any).
- I.6 **Contractor** means the second named party to this Contract.
- I.7 **Contractor Default Notice** shall have the meaning given to it in Sub-Clause 38.3.
- I.8 **Contractor's Design** shall have the meaning given to it in Sub-Clause 17.2.
- I.9 **Contractor's Personnel** means the Contractor's Representative and all personnel whom the Contractor utilises on Site or other places where the Works are being carried out, including the staff, labour and other individuals of the Contractor and of each Sub-Contractor; and any other personnel assisting the Contractor in the execution of the Works.
- I.10 **Contractor's Representative** shall mean the person stated in the Contract Data, as may be appointed and/or replaced in accordance with Sub-Clause 11.2.
- I.11 **Controller** means the entity or person which determines the purposes and means of the processing of Personal Data;
- I.12 **Country** means the country in which the Site is located.
- I.13 **Defects Notification Period** shall have the meaning given to it in Sub-Clause 24.1.
- I.14 **Dispute Notice** shall have the meaning given to it in Sub-Clause 42.1.
- I.15 **Drawings** means the drawings set out at Annex C.
- I.16 **Effective Date** has the meaning given in the Contract Data.
- I.17 **Engineer** shall mean the person stated in the Contract Data appointed in accordance with Sub-Clause 11.3.
- I.18 **Force Majeure** shall mean any substantial change of circumstances compared to what was agreed between the Parties at the commencement of contract negotiations beyond the reasonable control of a Party and which makes that Party's performance of its obligations under

this Contract impossible or so impractical as to be considered effectively impossible in the circumstances.

- I.19 **Force Majeure Event** includes, but is not limited to:
- (a) war and other hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war;
 - (b) strike, lock-out, riot, commotion or disorder (unless such arises from the Contractor, its employees, representatives, consultants, agents, volunteers, sub-contractors, partners and suppliers and arising from the conduct of the Works); and
 - (c) earthquake, flood, tempest and other natural disasters.
- I.20 **Holding Company** means, in respect of a relevant company, a company that (a) holds a majority of the voting rights in it; (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it.
- I.21 **Laws** means any law, decree, legislation, regulation, constitution, judgment, standard, code, order, ordinance, treaty, consent or other requirement of any authority having the force of law in the Country, including as amended, modified or consolidated from time to time.
- I.22 **Party** means either the Principal or the Contractor, and **Parties** shall mean both the Principal and the Contractor.
- I.23 **Personal Data:** any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of the Applicable Laws.
- I.24 **Principal** means the first named party to this Contract.
- I.25 **Principal Default Notice** shall have the meaning given to it in Sub-Clause 38.6.
- I.26 **Principal's Design** shall have the meaning given to it in Sub-Clause 17.1.
- I.27 **Principal's Policies** means the policies referred to in Clause 36 and set out at Annexes D - F, and Annexes K and L
- I.28 **Principal's Representative** shall mean the person stated in the Contract Data having the authority granted to it by the Principal in accordance with Sub-Clause 11.1.
- I.29 **Principal's Risks** shall have the meaning given to it in Sub-Clause 18.1.
- I.30 **Processor** means the entity or person which processes Personal Data on behalf of the Controller.
- I.31 **Prohibited Party** means an individual or entity that is proscribed or designated on an official government, EU or UN list because it is directly or indirectly involved in terrorist activities, money laundering or activity on behalf of a sanctioned country).
- I.32 **Required Insurances** means those insurance policies the Contractor is required to take out and maintain in accordance with (a) the Laws and (b) as otherwise may be specified in the Contract Data, in accordance with Clause 35.

- 1.33 **Site** means the areas designated by the Principal where the Works are to be carried out, and any other area specified in the Contract as forming part of the Site.
- 1.34 **Site Access Prerequisites** means the prerequisites the Contractor must comply with, to the Principal's satisfaction, as specified in the Contract Data, prior to being given access to the Site and/or commencing the Works in accordance with Sub-Clause 10.1.
- 1.35 **Specifications** means the specifications set out at Annex B.
- 1.36 **Subsidiary** means a company in respect of which a relevant company (a) holds a majority of the voting rights; (b) is a member and has the right to appoint or remove a majority of the board of directors; or (c) is a member and controls alone, or pursuant to an agreement with other shareholders or members, a majority of the voting rights. A company is a Subsidiary if it is a Subsidiary (as defined above) of a company which is itself a Subsidiary of a relevant company.
- 1.37 **Taking Over Notice** means the notice given by the Principal to the Contractor pursuant to Sub-Clause 23.2.
- 1.38 **Time for Completion** means the time for completing the Works, calculated as the number of days shown in the Contract Data after the Commencement Date, as may be adjusted in accordance with the Contract to account for extensions of time to which the Contractor is entitled under the Contract.
- 1.39 **Works** means all the work including the Scope of Works at Annex A, and design (if any) to be carried out by the Contractor including any variation.

2. Interpretation

2.1 In this Contract:

- (a) the list of contents and headings are for ease of reference only and shall not be taken into account in construing the Contract;
- (b) references to the Contract or to any other document shall be construed as references to the Contract or that other document, as amended, varied, novated, supplemented or replaced from time to time;
- (c) the singular shall include reference to the plural and vice versa as the context requires;
- (d) references to a day are references to calendar days;
- (e) dates and periods of time referred to in the Contract shall be construed in accordance with the Gregorian calendar;
- (f) references to a time (if any), shall be to time in the time-zone in which the Site is located;
- (g) references to a Party are references to either party to the Contract including that Party's successors in title and assigns or transferees permitted in accordance with the terms of the Contract;
- (h) "in writing" includes any communication made by letter, email or fax;

- (i) liability includes any obligation or liability (whether present or future, actual or contingent, secured or unsecured, as principal or surety or otherwise);
- (j) loss includes any loss, cost (including any cost of enforcement), expense, payment, liability (including tax liability), claim, demand, damage, proceedings, penalty, fine, fee, rates, levy, charge, royalty, interest, insurance premium, call, judgment, order or other sanction or amount payable and the amount by which any right or entitlement to any amount has been reduced as a result of the matter in question; and
- (k) if an obligation of either Party to make payment or to provide a notice or other communication falls on a day that is not a working day the due date for the performance of the obligation will be the immediately following working day.

3. Governing Law

- 3.1 This Contract shall be governed by the Laws of the Country. The Parties agree that such Laws shall apply to the Contract and be enforceable to the fullest extent possible.

4. Notices

- 4.1 All notices to be given under the Contract shall be sent to the Principal or Contractor, as the case may be, at the address for notices set out in the Contract Data.
- 4.2 Unless otherwise stated in the Contract, all notices (including approvals, consents, instructions, orders and certificates) to be given under the Contract shall be given promptly, in writing, in the English language, sent by personal delivery, courier, email or fax to the address for notices set out in the Contract Data, and:
 - (a) when sent by courier, shall be deemed (in the absence of evidence to the contrary) to have been delivered at the time and on the date of actual receipt by the addressee;
 - (b) when delivered personally, shall be deemed to have been delivered at the time and on the date of delivery;
 - (c) when transmitted by email, shall be deemed to have been delivered at the time and on the date of sending; and
 - (d) when transmitted by fax shall, subject to an error-free transmission report by the transmitter, be deemed to have been received at the time and on the date of transmission.
- 4.3 If a notice is delivered by courier, personally or transmitted by email or fax after 5 pm on any given day, the notice will be deemed to have been received on the next day.

5. Entire Agreement

- 5.1 This Contract sets out the entire agreement between the Parties relating to any matter or circumstance taking place on and from the Effective Date in relation to the Works, and supersedes all previous negotiations, arrangements and understandings in respect thereof, and no variation shall be effective unless in writing and signed by or on behalf of the Parties.
- 5.2 The Contractor warrants to the Principal that, in entering into the Contract, it is not relying upon any earlier representations made by or on behalf of the Principal.

6. Priority of Documents

6.1 The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity, discrepancy or inconsistency is identified in the documents, the Principal shall issue any necessary instructions to the Contractor, and the priority of the documents shall be as follows:

- (a) the Agreement;
- (b) the Contract Data;
- (c) these Conditions of Contract;
- (d) the Principal's Policies;
- (e) the Scope of Works;
- (f) the Specifications;
- (g) the Drawings;
- (h) the Payment Milestones (if applicable); and
- (i) the Bill of Quantities,

such ambiguity, discrepancy or inconsistency shall be resolved by the relevant terms of the document appearing first in the list set out in this Sub-Clause 6.1 prevailing over the relevant terms of those documents appearing later in that list.

7. Severability

7.1 If at any time any provision of the Contract is or becomes invalid, illegal or unenforceable in any respect under the Laws governing the Contract, that provision shall, so long as the commercial purpose of the Contract is still capable of performance, be severed from the Contract and shall not in any way affect or impair the validity, legality or enforceability of any other provision of the Contract.

8. Instructions

8.1 The Principal or the Engineer may issue instructions to the Contractor in respect of the Works, and the Contractor shall comply with any such instructions.

8.2 The Contractor shall accept instructions only from the Principal or the Engineer in relation to the Works and shall not seek instructions from any third party.

8.3 Where the Principal or the Engineer gives its approval or consent to any part of the Works, this shall not relieve the Contractor of any of its obligations in respect of the Works. Similarly, where the Principal or the Engineer remains silent, this shall not be construed as deemed approval or consent.

9. Permits, Consents and Licences

9.1 The Contractor shall be responsible for applying for and obtaining all necessary permits, consents or licences required for the Works which are required in order to commence and perform the Works on the Site, and the permits consents or licenses which are required in

order to achieve completion of the Works in accordance with applicable Laws. The cost of doing so shall form part of the Contract Price.

- 9.2 The Principal acknowledges that in certain circumstances the Contractor may require information and/or other reasonable assistance from the Principal in order to comply with its obligations under this Clause 9. In such circumstances, the Contractor shall notify the Principal of its request for such information and/or other reasonable assistance which the Principal shall, acting reasonably, make available to the Contractor. The Contractor acknowledges that, in providing reasonable assistance, the Principal shall not be obliged to pay any additional sum to the Contractor.

10. The Site

- 10.1 The Principal shall provide the Contractor with access to the Site from the Commencement Date, provided that the Principal shall not be obliged to grant the Contractor access to the Site unless and until the Contractor has satisfied each of the Site Access Prerequisites.

- 10.2 In the event that the Contractor fails to satisfy the Site Access Prerequisites, the Principal shall not be obliged to grant the Contractor access to the Site, and the Contractor shall not be entitled to any extension to the Time for Completion of the Works or to any additional cost.

- 10.3 The Contractor's right of access to the Site shall not be exclusive, and the Contractor shall be responsible for the coordination and interfacing of the Works to be performed by it under this Contract with all others having access to or use of the Site. In particular, the Contractor acknowledges and agrees that the Principal and its invitees will access the Site and shall be entitled to monitor progress and compliance with the Contract. The Contractor represents and warrants to the Principal that it has expressly allowed for all costs associated with such coordination and interfacing with others in the Contract Price.

- 10.4 In the event that works being carried out on the Site by others delay the Works so as to prevent the Contractor from completing the Works or a relevant portion of the Works by the Time for Completion, the Contractor shall be entitled to an extension to the Time for Completion in accordance with the Contract, but shall not be entitled to any further payment.

11. Representatives and Engineer

- 11.1 The Principal may appoint the Principal's Representative at any time and grant to it such scope of authority, duties and responsibilities as the Principal may reasonably determine.

- 11.2 The Contractor's Representative shall be authorised to receive all instructions on behalf of the Contractor. The Principal may, at its discretion, give notice to the Contractor requiring that the Contractor replace the Contractor's Representative. Upon receipt of such notice from the Principal, the Contractor shall promptly submit to the Principal for consent the name and particulars of the proposed replacement representative. The Principal shall not unreasonably withhold its consent to the Contractor's proposed replacement representative.

- 11.3 The Principal shall appoint a suitably qualified, suitably resourced engineer, architect or project manager to act as Engineer (the **Engineer**) who shall carry out the duties assigned to him in the Contract. Except as otherwise stated in this Contract,

- (a) the Engineer shall be deemed to act for the Principal;

- (b) the Engineer has no authority to relieve either Party of any duties or obligations or responsibilities under the Contract;
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances.

11.4 Whenever the Contract provides that the Engineer shall agree or determine any matter, the Engineer shall act independently and impartially and shall consult each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination of the matter in accordance with the Contract, taking due regard of all relevant circumstances. The Engineer shall give notice to both parties of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination unless and until revised under Clause 42.

12. Contractor's Obligations

- 12.1 In addition to the Contractor's obligations under Clause 36 below, the Contractor shall carry out the Works taking all due care and diligence and in accordance with the Contract. In carrying out the Works, the Contractor shall adhere to the highest standards of construction, in a manner consistent with the works of other contractors working in the Country.
- 12.2 The Contractor shall ensure that all relevant regulatory authorities provide their approval for the Works, and where additional and/or remedial work is required to obtain such approval, the Contractor shall carry this out:
- (a) at no extra cost to the Principal, irrespective of any comment, review or approval by the Principal or the Principal's Representative;
 - (b) within a reasonable time after having been notified by a relevant regulatory authority that such additional and/or remedial work is required; and
 - (c) in accordance with the requirements of such regulatory authority, whilst ensuring that any relevant permits, licenses and consents are obtained.
- 12.3 Save as provided in the Contract Data, the Contractor shall provide all materials, plant, labour (including supervisory staff) and any equipment which may be required to carry out and complete the Works.
- 12.4 The materials shall be of the quality specified in the Specifications (or if quality is not specified in the Specifications, the materials shall be new, of high quality and free from defects) and suitable for use as part of the Works. The materials shall also comply with any Laws and local building regulations of the Country.
- 12.5 The Contractor shall remain entirely responsible for the Site from the Commencement Date until the Principal issues the Taking Over Notice. During this period, the Contractor shall secure the Site and be responsible for rectifying, repairing or replacing any element of the Works which becomes lost or damaged.

13. **Title to Materials and Plant**

- 13.1 Each item of plant and materials shall, to the extent consistent with applicable Laws, become the property of the Principal, free from any encumbrances, at the time that payment is made in respect of such plant and materials.
- 13.2 The Contractor shall remain responsible for the care, custody, safe keeping and protection of such plant and materials until such time as the Principal issues a Taking Over Notice in respect of the part or parts of the Works in which such plant and/or materials are used or incorporated.

14. **Subcontracting**

- 14.1 The Contractor shall not be permitted to subcontract any part of the Works without the express permission of the Principal. Where the Principal grants permission, it shall do so in writing. Where such permission has been granted, it will be the responsibility of the Contractor to ensure the subcontractor's compliance with the terms of this Agreement, including, but not limited to, Clauses 12, 15.4 and 36.

15. **Staff and Labour**

- 15.1 Except as otherwise stated in the Specifications, the Contractor shall make arrangements for the engagement of all Contractor's Personnel, and for their payment, accommodation, feeding, transport and welfare.
- 15.2 The Contractor shall pay any Contractor's Personnel engaged by it rates of wages, and observe conditions of labour, which comply with all applicable Laws and are not lower than those established for the trade or industry where the work is carried out.
- 15.3 If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by organisations whose trade or industry is similar to that of the Contractor.
- 15.4 The Contractor shall, and shall secure that any subcontractor shall, subject to clause 36.5(a), comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment (including wages and working hours), health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

16. **Performance Bond**

- 16.1 If a performance bond is included as a requirement in the Contract Data, the Contractor shall deliver to the Principal an irrevocable, unconditional, on-demand performance bond in a form acceptable to the Principal, issued by a bank approved by the Principal for a value and by the time stated in the Contract Data.
- 16.2 The Contractor shall ensure that the performance bond is valid and enforceable until the expiry of 15 days from the date of issuance of the Taking Over Notice issued under Sub-Clause 23.2.
- 16.3 If the terms of the performance bond specify an expiry date, and the Taking Over Notice has not been issued by the date 28 days prior to that expiry date, the Contractor shall extend the validity of the performance bond until the expiry of 15 days from the date by which the Works

are, at such time, forecast to be completed and the Taking Over Notice issued, failing which the Principal shall be entitled to issue a demand on the performance bond.

17. Design

17.1 The Principal shall be responsible for the Specifications at Annex B and the Drawings at Annex C provided under this Contract (the **Principal's Design**).

17.2 To the extent that the Contractor provides design for the Works (if any), whether as part of its tender submission (which is agreed for use by the Principal), or during the course of completing the Works (provided that the Principal has approved the same for use) (the **Contractor's Design**), it shall remain responsible for such design elements, which must be fit for the intended purpose. The Contractor shall also remain liable for any infringement of any patent or copyright in respect of the Contractor's Design.

18. Principal's Risks

18.1 The Principal acknowledges and agrees that it shall bear the financial and time risks where:

- (a) a Force Majeure event occurs;
 - (b) the Principal causes any act of prevention or breach of Contract;
 - (c) any delay or disruption is caused by an approved variation; or
 - (d) any change to applicable Laws occurs after the Commencement Date
- (the **Principal's Risks**).

19. Conditions for claiming Principal's Risks

19.1 The Contractor shall use its best endeavours (without incurring substantial additional costs) to prevent or minimise delay in the progress of the Works, howsoever caused, and to prevent completion of the Works being delayed or further delayed beyond the Time for Completion.

19.2 Notwithstanding any other provision of the Contract, the Contractor shall not be entitled to any extension of time and/or costs where and to the extent that the cause in question referred to in Sub-Clause 18.1 results from any negligence or breach of contract on the part of the Contractor, the Contractor's employees, representatives, consultants, agents, volunteers, sub-contractors, partners or suppliers, or any other person for whom the Contractor is responsible.

20. Commencement and Completion of the Works

20.1 The Contractor shall commence the Works on the Commencement Date and shall duly proceed to execute and complete the Works without delay by the Time for Completion.

20.2 The Contractor shall also prepare and promptly submit a programme for the Works to the Principal and Engineer within the number of days stated in the Contract Data, calculated from the Effective Date. The Contractor shall provide the Principal and Engineer with updates to the programme as the Principal and/or Engineer may request as the Works proceed.

21. **Extension of Time**

- 21.1 Subject to Sub-Clause 21.2, the Contractor shall only be entitled to an extension of the Time for Completion where there is or will be a delay in achieving completion caused by any of the Principal's Risks, or as otherwise expressly stated under the Contract. The Contractor must make an application for an extension of time with all supporting particulars to the Principal or the Principal's Representative and the Engineer, which shall consider all the relevant information and extend the Time for Completion accordingly.
- 21.2 Where either Party becomes aware of circumstances that may cause delay or disruption to the Works or may give rise to a claim for additional payment, such Party shall provide warning to the other Party. The Contractor shall actively take steps to mitigate the effects of any such circumstances which may delay or disrupt the Works.
- 21.3 The Contractor's entitlement to an extension to the Time for Completion or additional payment shall be limited to the time and payment which would have been due had the Contractor given prompt notice and actively taken steps to mitigate such effects.

22. **Liquidated Damages for Delay**

- 22.1 Where the Contractor fails to achieve taking over under Clause 23 by the Time for Completion, the Contractor shall be liable to pay liquidated damages at the rate set out in the Contract Data, for each day the Contractor fails to achieve taking over by the Time for Completion, up to and including the date specified in the Taking Over Notice issued by the Engineer in accordance with Sub-Clause 23.2.
- 22.2 The Contractor shall not be liable to pay liquidated damages in excess of the sum stated in the Contract Data. In the event the cap is reached, the Principal may, at its discretion, terminate the Contract and proceed in accordance with Sub-Clause 39.1(a).
- 22.3 The Principal may recover these amounts as a debt due and payable or as a deduction from any other monies due to the Contractor under the Contract.

23. **Completion and Taking Over**

- 23.1 When the Contractor considers that the Works are ready for taking over by the Principal it shall notify the Engineer. If the Works are divided into sections, the Contractor may notify the Engineer that a particular section(s) is/are ready for taking over.
- 23.2 When the Engineer considers that the Works or a section(s) is/are ready for taking over, it shall issue a Taking Over Notice to the Contractor stating the date upon which taking over has occurred. The Principal may require the Engineer to issue such notice whether or not the Works or section(s) is/are entirely complete. From the date of the Taking Over Notice, the Principal shall have control over the Site and Works or the section(s) to which the Taking Over Notice relates.
- 23.3 Where the Engineer issues the Taking Over Notice with outstanding works, the Contractor shall complete all outstanding work quickly and efficiently and, once finished, clear the Site.

24. Defects

- 24.1 The Engineer may notify the Contractor of any defects or non-compliances in the Works or other incomplete work within the period stated in the Contract Data, calculated from the date stated on the Taking Over Notice (the **Defects Notification Period**).
- 24.2 The Contractor shall be liable to remedy all defects, non-compliances or incomplete work notified to it by the Principal and/or the Engineer during the Defects Notification Period to the extent that such defects, non-compliances or incomplete arise from the Contractor's Design, materials, plant or workmanship not being in accordance with the Contract or otherwise a breach of the Contractor's obligations in Clause 12. In the event that the defect or non-compliance is due to the Principal's Design or breach of Contract, the Contractor shall not be responsible for the costs of remedying the Works, but shall still be required to remedy or complete the work as a variation, valued in accordance with Clause 25.
- 24.3 The Contractor shall proceed to carry out all repair work quickly and efficiently at no cost to the Principal within a reasonable time after being notified.
- 24.4 If the Contractor fails to remedy the defects, non-compliances or incomplete work to the required standard in a reasonable time, the Principal shall be entitled to instruct a third-party contractor to perform the work in substitution for the Contractor.
- 24.5 The Contractor shall be liable for the costs of the third-party substitute contractor, and the Principal may recover such amounts as a debt due and payable or as a deduction from any other monies due to the Contractor under the Contract.

25. Variations

- 25.1 The Principal and/or Engineer shall be entitled to instruct variations to the Works.
- 25.2 Variations are to be valued as follows:
- (a) at an agreed lump sum price;
 - (b) by using applicable rates included in the Contract; or
 - (c) where there are no applicable rates in the Contract, at new rates agreed between the Parties or as the Principal considers appropriate.

26. Claims

- 26.1 Notwithstanding any other provision of the Contract, if the Contractor intends to claim any additional payment pursuant to any Clause of the Contract or otherwise, he shall give notice of his intention to the Principal's Representative and/or Engineer, with a copy to the Principal, within 28 days after the event giving rise to the claim has first arisen. The Principal shall check, and if any payment is due, agree the value with the Contractor if possible. In the absence of agreement, the Engineer shall determine the value in accordance with Sub-Clause 11.4.
- 26.2 Subject to Clause 19 and Sub-Clause 26.1, the Contractor shall be entitled to bring a claim for additional payment where it incurs any cost as a result of the Principal's Risks in Clause 18. To the extent that the Works require modification due to the occurrence of any of the Principal's Risks, the costs of such modification are to be valued in accordance with Sub-Clause 25.2.

27. Payment

27.1 The Principal shall pay the Contract Price to the Contractor in accordance with the method selected in the Contract Data, provided always, that the Principal shall not be obliged to make any payments to the Contractor unless and until the Contractor delivers a valid and enforceable performance bond in accordance with Sub-Clause 16.1 (if applicable). If no method is selected in the Contract Data, the Contractor shall be paid by milestone payments.

Milestone payments

27.2 Where the Contract Data records that the Contractor shall be paid by milestone payments, such payments are to be made in accordance with the milestone payment schedule set out in Annex H to this Contract.

27.3 When the Contractor considers that a milestone has been completed, it shall give written notice to that effect to the Engineer, together with such evidence that the Engineer may reasonably require to demonstrate that the milestone has been completed and a statement showing the amounts to which the Contractor considers itself entitled.

27.4 Within the timeframe stated in the Contract Data of the Engineer receiving the notice, evidence and statement referred to in Sub-Clause 27.3, the Engineer will inspect the part of the Works that are the subject of the relevant milestone and shall notify the Contractor in writing either:

- (a) that the milestone has been completed, in which case the Engineer shall issue a milestone completion certificate; or
- (b) that the milestone has not been completed, in which case the Engineer shall give written particulars of the work which remains outstanding in order for the milestone to be completed and a milestone completion certificate issued.

27.5 Simultaneously upon issuing a milestone completion certificate under Sub-Clause 27.4(a), the Engineer shall provide written confirmation to the Principal of the sum, as the Engineer may fairly determine, that is due to the Contractor, with reasons for any reduction.

27.6 Subject to Sub-Clauses 28.2 and 29.1, following delivery of each statement, including the final account under Sub-Clause 27.11, the Principal shall pay to the Contractor the amount determined by the Engineer, within the timeframe stated in the Contract Data.

Monthly progress payments

27.7 Where the Contract Data records that the Contractor shall be paid by monthly progress payments, the Contractor shall be entitled to be paid at monthly intervals:

- (a) the value of the Works executed; and
- (b) the value of the materials and plant which have been incorporated into the Works within that given period

subject to any additions or deductions which may be due.

27.8 The Contractor shall submit each month to the Engineer a statement showing the amounts to which he considers himself entitled.

- 27.9 Within the timeframe stated in the Contract Data, the Engineer shall provide written confirmation to the Principal that such Works have been executed in accordance with this Contract and that the Contractor is entitled to such amounts, or such other sum as the Engineer may fairly determine is due to the Contractor, with reasons for any reduction.
- 27.10 Subject to Sub-Clauses 28.2 and 29.1, following delivery of each statement, including the final account under Sub-Clause 27.11, the Principal shall pay to the Contractor the amount determined by the Engineer, within the timeframe stated in the Contract Data.

Final account

- 27.11 Within the timeframe stated in the Contract Data, the Contractor shall submit a final account to the Principal together with any documentation reasonably required to enable the Principal to ascertain the final contract value.

28. Payments to third parties

- 28.1 The Principal shall have no duty or obligation to ensure any payment to the Contractor's Personnel, subcontractors or suppliers. No subcontractor, supplier, employee, worker, labourer or other third party shall be deemed a third party beneficiary of the Principal's obligations to pay the Contractor.
- 28.2 Notwithstanding the foregoing, the Engineer may request the Contractor to supply reasonable evidence that the Contractor has paid the Contractor's Personnel, subcontractors and suppliers all amounts due in accordance with its obligations. Unless the Contractor:
- (a) supplies this reasonable evidence to the Engineer; or
 - (b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts; and
(ii) submits to the Engineer reasonable evidence that the Contractor's Personnel, subcontractor or supplier (as applicable) have been notified of the Contractor's entitlement,

then the Principal may (at its sole discretion) pay any Contractor's Personnel, subcontractor or supplier directly, and any such payment shall be deducted from amounts owing, or to be owed, to Contractor, and no such payment will give rise to any duty or obligation by the Principal with respect to such Contractor's Personnel, subcontractors or suppliers.

29. Payment Retentions

- 29.1 The Principal shall be entitled to withhold the percentage stated in the Contract Data from each of the payments made to the Contractor.
- 29.2 Subject to any rights the Principal might have to call on the payment retentions in accordance with the Contract, the Contractor shall be entitled to the return of payment retentions within 10 days from the expiry of the Defects Notification Period provided that, where the Contractor is obliged to remedy any defects in accordance with Clause 24, the payment retentions shall only be released after the completion of any such defective, non-compliant or outstanding work to the Engineer's reasonable satisfaction.

30. Contractor Account Details

30.1 Payments will be made by cheque or electronic wire transfer to the Contractor's bank account details as set out in the Contract Data. The Contractor warrants that the bank account details provided are correct and the Principal is entitled to rely on the same for making all payments in connection with the Contract. The Principal shall not be liable for any missing payments that were made in accordance with this Sub-Clause 30.1.

31. Currency

31.1 All payments made pursuant to this Contract shall be made in the currency stated in the Contract Data unless expressly agreed otherwise between the Parties in writing.

32. Sufficiency of Contract Price

32.1 The Contractor shall be deemed to have, and represents and warrants to the Principal that it has, satisfied itself as to the correctness and sufficiency of the Contract Price as stated in the Agreement.

32.2 Unless otherwise stated, the Contract Price covers all of the Contractor's obligations under the Contract, including all applicable taxes and duties, and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

32.3 The Contractor shall further be deemed to have satisfied itself as to the correctness and sufficiency of all matters referred to in the Annexes, and to have obtained all reasonably necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the Works, to enable it to plan and programme the Works so as not to delay the Time for Completion.

32.4 No failure on the part of the Contractor to discover or foresee any such condition, risk, contingency or circumstance (whether or not the same ought reasonably to have been discovered or foreseen) shall entitle the Contractor to an addition to the Contract Price, reimbursement of loss and/or expense or an extension of time.

33. Confidentiality and Data Protection

33.1 The Contractor shall treat the contents of this Contract, all related documents and information received in connection with the Contract as private and confidential. It will not, except as necessary to execute the Contract or as required by Law, publish or disclose any particulars of the Contract without the prior written consent of the Principal. If any disagreement arises concerning disclosure of any details concerning the Contract, the Principal's decision shall be final.

33.2 In addition to its obligations of confidentiality as set out above, the Contractor, as Processor, shall ensure that in relation to any Personal Data;

- (a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as Controller) and only to the extent necessary for the purposes set out in this Agreement;
- (b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;

- (c) the Contractor 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;
- (d) the Contractor 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 Contractor shall be obliged to process the Personal Data only on the instructions of the Contractor; and
- (e) the Contractor shall promptly comply with any request from the Customer requiring the Contractor to amend, transfer or delete such Personal Data.

33.3 Where the Contractor engages a third party contractor to process the Personal Data on its behalf, it shall do so **[only with the consent of the Customer 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. **[This text gives SCI the option of consenting to the appointment of sub-contractors and third parties to process personal data. The wider the circle of individuals having access to the personal data, the less SCI will be able to control the way in which the data is being processed. SCI should therefore be careful when allowing the Contractor to appoint sub-contractors especially if the data involves beneficiary personal data or staff personal data beyond professional contact details. If unsure, we would recommend including the consent requirement, as this permits sub-contracting within SCI's control. If the Contractor will not agree to this, the following can be used as an alternative: [At least 30 days before the Contractor engages any sub-processor to carry out processing activities on Personal Data on behalf of the Customer, the Contractor will notify the Customer in writing of the details of that sub-processor. If the Customer objects to a sub-processor, then the Contractor will use reasonable endeavours to find an acceptable replacement sub-processor. Without prejudice to any termination rights the Customer has under the Agreement, if the Contractor cannot find a replacement sub-processor [within 21 days of the Customer objecting to the original sub-processor], the Customer may terminate the part of the supply to which the sub-processing relates].**

33.4 The Contractor 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.

33.5 The Contractor 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.

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

33.7 The Contractor shall not export the Personal Data outside **[insert country]** **[Note: please insert the country in which the Personal Data will be processed]**.

33.8 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Agreement is not sufficient, the Parties shall amend the Agreement as necessary to comply with all Applicable Laws.

34. **Indemnity**

34.1 The Contractor shall fully and effectively indemnify on demand and hold harmless the Principal (including, without limitation, its personnel, officials, representatives and agents) against all claims, losses, fees, expenses, liabilities, costs, actions, demands or damage which it may incur as a result of or in connection with:

- (a) any acts, omissions, negligence, wilful misconduct or fraud of the Contractor or the Contractor's employees, representatives, consultants, agents, volunteers, sub-contractors, partners and suppliers in their performance of the Contract;
- (b) any breach by the Contractor of applicable Laws in its performance of the Contract;
- (c) the personal injury or death of any person arising as a result of any negligent or reckless errors, acts or omissions of the Contractor (including without limitation its personnel, sub-contractors, officials, representatives and/or agents);
- (d) any breach of the Principal's Policies set out and referred to in Clause 36;
- (e) any unforeseen cost or expense that falls upon the Principal by operation of the Laws, that would otherwise have properly rested with the Contractor as part of the Contract Price; and
- (f) any breach of the Contractor's obligation to procure the necessary intellectual property rights for the Principal's benefit pursuant to Sub-Clause 39.3.

35. **Insurance**

35.1 Unless otherwise agreed by the Parties in writing, the Contractor shall effect and maintain the Required Insurances in the joint names of the Parties, as may be required by the Laws, for the duration of the Contract, in each case unless otherwise specified in the Contract Data or in writing by the Principal.

35.2 The Principal shall have the right to approve the insurer and terms of the Required Insurances, and also require the Contractor to provide, immediately upon request by the Principal, evidence that the relevant policies are in force and that premiums have been duly paid.

36. **Compliance with the Principal's Policies**

36.1 The Contractor acknowledges that both it and the Contractor's Third Parties recognise the Principal as the world's leading independent organisation for children, acting globally to save children's lives, fight for their rights and help them to fulfil their potential.

- 36.2 For the purposes of this Contract, the Contractor's Third Parties shall mean the Contractor's employees, representatives, consultants, agents, volunteers, sub-contractors, partners and suppliers.
- 36.3 The Contractor and the Contractor's Third Parties 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.
- 36.4 The Contractor shall commit to the Principal's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Contractor, 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 Principal's adult beneficiaries, and the Principal's staff and representatives;
 - (c) sexual harassment, harassment, intimidation or bullying of the Principal's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract;
- 36.5 The Contractor shall ensure that the Contractor's Third Parties are aware of, understand, and adhere to the Principal's:
- (a) Child Safeguarding policy;
 - (b) Fraud, Bribery and Corruption policy;
 - (c) Human Trafficking and Modern Slavery policy;
 - (d) Protection from Sexual Exploitation and Abuse (PSEA) policy; and
 - (e) Anti-Harassment, Intimidation and Bullying policy,
- (together, the "**Principal's Policies**"), attached as Annexes D to F, and Annexes K and L to this Contract, as updated from time to time.
- 36.6 It is an essential term of this Contract that the Contractor ensures that both it and the Contractor's Third Parties strictly comply with the principles of the Principal's Policies as referred to in this Clause 36. The Contractor shall also actively promote, offer awareness to, and understanding of, the Principal's Policies to the Contractor's Third Parties. If the Principal, in its sole discretion, considers that the Contractor or any of the Contractor's Third Parties has breached the spirit of the Principal's Policies, including the principles thereof, the Principal shall be entitled to immediately terminate the Contract and proceed in accordance with Sub-Clause 39.1(a).
- 36.7 The Contractor 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

Third Party) in such a way as to comply with the Principal's Policies, and shall upon request provide the Principal with information confirming its compliance.

- 36.8 The Contractor shall notify the Principal as soon as it becomes aware of any breach, or suspected or attempted breach, of the Principal's Policies, and shall inform the Principal of full details of any action taken in relation to the reported breach.
- 36.9 The Contractor shall cooperate with the Principal on any investigations into alleged breaches of the Principal's Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 36.10 The Principal may provide training or materials to the Contractor on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Contractor shall, at the Principal's request, share any training or materials with any contractor, employee or other agent of the Contractor who will come into direct contact with the Principal's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 36.11 The Contractor and the Contractor's Third Parties 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 Works.
- 36.12 *Human Rights* – the Contractor shall have respect for others and basic rights of all humans regardless of gender, disability, ethnicity, religion, caste, language, HIV status and/or other aspects of identity. The Contractor shall ensure that both it and the Contractor's Third Parties act in a manner to protect children and create a safe environment to keep them from harm and shall report any incident or concern relating to the Principal's Policies, bringing to the attention of the Principal or the Principal's Representative any potential incident, abuse or concern witnessed or thought to have occurred.
- 36.13 *Terrorism and Prohibited Parties* -
- (a) The Contractor and the Contractor's Third Parties shall not in any way:
 - (i) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organizations associated with terrorism or otherwise be involved directly or indirectly with terrorism,
 - (ii) be involved directly or indirectly in the manufacture or sale of arms;
 - (iii) have any business relations with governments for any war related purpose; or
 - (iv) transport the Goods together with any military equipment.
 - (b) The Contractor shall (and shall also require that all of the Contractor's Third Parties shall):
 - (i) 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;

- (ii) 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 Contractor 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 Contractor to the Principal or its agents at the relevant delivery address), and shall further inform the Principal 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 Principal to apply for or obtain any further licences, authorisations or permissions.
 - (iii) not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Contractor on behalf of the Principal or received by the Contractor from the Principal in accordance with the Works);
 - (iv) the Contractor must ensure that it provides to the Principal the names and dates of birth of key staff associated with the Works well as the names of any groups or individuals (with dates of birth if possible) in order that the Principal can screen these names against sanctions lists, using the Principal's third party screening provider. Before providing the names to the Principal, the Contractor must ensure that all its key staff have been informed that their names will be provided to the Principal for screening using a third party provider, and, if necessary, the Contractor has sought their consent.
 - (v) the Contractor must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Principal of any apparent correlation.
 - (vi) not do anything which would cause the Principal 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).
- (c) 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.

36.14 The Contractor shall ensure that both it and the Contractor's Third Parties inform the Principal or the Principal's Representative immediately if, during the course of this Contract, the Contractor or the Contractor's Third Parties become aware of any link whatsoever between themselves, the Contractor or any Contractor Third Party and any organisation or

individual who may be perceived to be linked in any way to terrorism or who appears on any sanctions list, including but not limited to any detected, suspected or attempted:

- (a) financial transaction or other dealing with a Prohibited Party or a terrorist group; or
- (b) diversion of assets, funds or resources associated with the Works to a Prohibited Party or a terrorist group.

- 36.15 *Site Safety* – the Contractor shall ensure that both it and the Contractor’s Third Parties at all times take all steps reasonably necessary to maintain the health and safety of those performing services on the Site in connection with the Works. The Contractor shall ensure that it maintains First Aid equipment on Site in-line with the local medical standards of the Country. The Contractor shall appoint a designated person to act as an accident prevention officer at the Site and agrees to ensure that such person proactively maintains safety and seeks to prevent accidents wherever possible.
- 36.16 *Whistleblowing* – the Principal shall hear, respect and act appropriately upon any reports by the Contractor, the Contractor’s Third Parties or other staff and/or other third parties of serious malpractice by the Principal (including any suspicion of fraud) or for which the Principal is responsible.
- 36.17 The Contractor agrees to allow the Principal's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Contractor's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Contractor’s current and former personnel and other relevant personal data held by the Contractor, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of this Clause 36. The Contractor 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 Principal to carry an audit of the Contractor’s operations. The Contractor 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 36.17, 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.
- 36.18 The Contractor hereby warrants to the Customer that:
- a) neither it, nor any of the Contractor's Third Parties, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws; and
 - b) it is not aware of, and does not have any reason to suspect, any breach of Sub-Clause 36. 10, and it is not aware and does not have any reason to suspect that performance of the Works would put either party at risk of breaching any Sanctions and Export Control Laws.
- 36.19 The Contractor shall ensure that the Contractor’s Third Parties or any other person associated with the Works who is performing services or providing goods in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in Sub-Clauses 36.1 to 36.16. The Contractor shall be responsible for the observance and performance by such

persons of, and shall be directly liable to the Principal for any breach by such persons of, any of these terms.

37. Independent Contractor

37.1 The Contractor agrees that it is an independent Contractor in respect of its obligations under this Contract, and that neither it nor any of its employees, representatives, consultants, agents, volunteers, sub-contractors, partners and suppliers engaged in the performance of the Works or in complying with this Contract are employees or agents of the Principal.

38. Default and Termination

38.1 Where the Contractor breaches the Principal's Policies, the Principal may terminate the Contract immediately in accordance with Sub-Clause 36.5. Except as expressly stated otherwise, in all other cases, the following provisions shall apply.

38.2 The Customer may terminate this Contract by written notice with immediate effect and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Condition 36.10 (attached to this Contract), 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 (as defined in the Conditions), 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.

38.3 The Principal shall be entitled to issue a default notice to the Contractor (**Contractor Default Notice**), where the Contractor:

- (a) abandons the Works;
- (b) fails to comply with its obligations under Clause 35;
- (c) refuses or fails to comply with an instruction from the Principal or the Principal's Representative; and
- (d) fails to progress the Works to the Principal's reasonable satisfaction.

38.4 In the event the Contractor fails to remedy the subject default of the Contractor Default Notice within 10 days after receipt of the same, the Principal shall be entitled to (a) issue a further notice giving the Contractor an additional 20 days from the date of the further notice to remedy the default; or (b) terminate the Contract.

38.5 In the event the Contractor fails to remedy the default and the Principal terminates the Contract, the Contractor shall demobilise from Site ensuring that the Site is safe and secure and leaving behind all materials, plant and any other item the Principal reasonably advises.

38.6 The Contractor shall be entitled to issue a default notice to the Principal (**Principal Default Notice**), where the Principal:

- (a) fails to make a payment properly due to the Contractor in accordance with Clause 27; or
- (b) is otherwise in material breach of the Contract.

- 38.7 In the event the Principal fails to remedy the subject default of the Principal Default Notice within 10 days after receipt of the same, the Contractor shall be entitled to suspend performance of the Works.
- 38.8 If, after 28 days from the Principal's receipt of the Principal Default Notice, the Principal has not remedied the breach, the Contractor may (a) issue a further notice giving the Principal an additional 15 days from the date of the further notice to remedy the default; or (b) terminate the Contract.
- 38.9 In the event the Principal fails to remedy the default and the Contractor terminates the Contract, the Contractor shall demobilise from Site, leaving behind all materials, plant and any other item the Principal reasonably advises.

39. **Payments on Termination**

- 39.1 Where the Contract is terminated due to:
- (a) *Contractor Default* pursuant to Sub-Clause 38.1 or 38.4 – the Principal shall pay to the Contractor the value of Works (including for materials and plant) executed up to the date of notice of termination, which have not yet been paid for, plus: (i) any amounts for approved unpaid variations that have been executed by the date of notice of termination and (ii) any amounts the Contractor is entitled to for claims against the Principal; less: (i) the additional costs incurred by the Principal of having a third party contractor complete the Works and (ii) any costs incurred by the Principal as a result of the Contractor's breach of Contract; or
 - (b) *Principal Default* pursuant to Sub-Clause 38.8 – the Principal shall pay to the Contractor the value of Works (including for materials and plant) executed up to the date of notice of termination, which have not yet been paid for, plus: (i) any amounts for approved unpaid variations that have been executed by the date of notice of termination, and (ii) any amounts the Contractor is entitled to for claims against the Principal.
- 39.2 The net balance due shall be paid or repaid within 28 days of the notice of termination.
- 39.3 Where the Principal terminates the Contract under Sub-Clauses 22.2, 36.5, 38.1, 38.4 or 40.1, the Contractor shall also hand over all designs, drawings and any other documentation in relation to the Works in the Contractor's possession or control, whether in hard copy or electronic format. Where any such documentation has been prepared by a third party on behalf of the Contractor, the Contractor shall procure all necessary intellectual property rights in favour of the Principal to enable the lawful transfer to the Principal.

40. **Insolvency**

- 40.1 In the event that either Party is declared insolvent under any applicable laws, the other Party may immediately serve a notice on the insolvent Party terminating the Contract and then proceed in accordance with Sub-Clause 39.1(a) where the Contractor becomes insolvent, or Sub-Clause 39.1(b) where the Principal becomes insolvent. Where the Contractor becomes insolvent, it shall demobilise from Site immediately, leaving behind all materials, plant and any other item the Principal reasonably advises.

41. Force Majeure

- 41.1 If either Party considers that a Force Majeure Event has occurred which may affect the performance of its obligations under this Contract, it shall notify the other Party as soon as possible and in any event within 10 days after it should reasonably have become aware of the commencement of such circumstances (a **Force Majeure Notice**). Such Force Majeure Notice shall include full and detailed particulars of such circumstances and their effect.
- 41.2 Upon the issue of a Force Majeure Notice and with the other Party's consent, which shall not be unreasonably withheld, the issuing Party shall be excused from performing its obligations under the Contract for the duration of the Force Majeure Event. If the Force Majeure Event continues for a period of 70 days, either Party may terminate the Contract by giving notice to the other Party, with the termination becoming effective after 5 days.
- 41.3 Following termination of the Contract (pursuant to this clause), the Principal shall pay to the Contractor the value of Works (including for materials and plant) executed up to the date of termination, which have not yet been paid for, plus: (i) any amounts for approved unpaid variations, and (ii) any amounts the Contractor is entitled to for claims against the Principal.

42. Dispute Resolution

- 42.1 In the event of any dispute or difference arising out of or in connection with the Contract, including any valuation or other decision of the Principal (a **Dispute**), the Dispute shall first be referred by notice in writing to the non-referring Party's representative (**Dispute Notice**).
- 42.2 Following service of any Dispute Notice, the Principal's Representative and the Contractor's Representative shall meet as soon as reasonably practicable and use their best endeavours, acting in good faith, to amicably resolve the Dispute.
- 42.3 Without prejudice to either Party's right to give notice at any time to the other Party of his intention to refer a dispute to Adjudication, if the Parties' representatives are unable to resolve the Dispute within 30 days from the date of the Dispute Notice, either Party may refer the dispute to an adjudicator (the **Adjudicator**) under the procedure set out in Annex J (an **Adjudication**). The Adjudicator shall act impartially as an independent expert and not as an arbitrator. The Adjudicator shall perform its duties and reach a decision in accordance with the terms of this Agreement and the Laws.
- 42.4 The Adjudicator's decision shall be final and binding unless and until the Dispute is finally determined by arbitration pursuant to Clause 42.6 (or is resolved by agreement) and both Parties shall give effect forthwith to the Adjudicator's decision unless and until the decision is revised in arbitration or resolved by agreement.
- 42.5 If either Party is dissatisfied with the decision of the Adjudicator then either Party may within 30 days after receiving notice of such decision, notify the other Party that the Dispute is to be referred to arbitration. If no such notice of arbitration has been served by either Party within such period, the Adjudicator's decision shall be final and binding on the Parties.
- 42.6 Where a dispute shall be referred to and finally resolved by arbitration, unless otherwise agreed by both Parties:
- (a) the dispute shall be finally settled under the UN Commission on International Trade Law Rules 2013 (the **Rules**);

- (b) the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration;
- (c) the dispute shall be settled by a single arbitrator appointed in accordance with the Rules; and
- (d) the seat of the arbitration shall be London, England and the language of the arbitration shall be English.

42.7 Unless this Contract has already been terminated the Parties shall continue to perform their obligations under this Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute for resolution pursuant to this Clause 42.

43. **Assignment**

43.1 The Principal may, in its absolute discretion, assign or novate this Contract in whole or in part or its rights or obligations deriving from this Contract. The Contractor shall not be entitled to assign, novate or make any other disposition of this Contract except with the prior written consent of the Principal.

44. **Officials not to Benefit**

44.1 The Contractor represents and warrants that in addition to the Contractor's and the Contractor's Third Parties' obligations in Clause 36, none of its employees, representatives, consultants, agents, volunteers, sub-contractors, partners or suppliers, including local government authorities and other government and non-government staff, have received from the Contractor or will ever receive from the Contractor, any direct or indirect benefit arising from this Contract or the award thereof. The Contractor further agrees that breach of this provision is a breach of an essential term of this Contract and that if the Contractor or any Contractor's Third Party breaches this provision, the Principal may immediately terminate the Contract and proceed in accordance with Sub-Clause 39.1(a).

45. **Interpretation and Copies**

45.1 This Contract is made in two identical copies in English and two identical copies in the language of the Country. Each Party shall receive one copy of each version. Where a dispute arises in relation to the Contract, the English version shall take priority.

46. **Special Terms**

[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.]

[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.]

Annex A
Scope of Works

Annex B
Specifications

Annex C
Drawings

Annex D

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	<p>Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.</p> <p>Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.</p>
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>

<p>Child Labour</p>	<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 Save the Children as child labour. However, any partner, supplier, contractor or sub-contractor must inform Save the Children 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>
<p>Zero Tolerance</p>	<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.

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 Save the Children 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 Save the Children 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 Save the Children, 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:-
- 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**)
 - 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.

Annex E

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.

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 Save the Children 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 Save the Children , their organisation, or the organisations that they work with to their Save the Children contact point, or an Save the Children Country or Regional Director.

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

Annex F

Fraud, Bribery and Corruption Policy and Procedure

Our values and principles

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

All Save the Children employees, partners and Suppliers 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 Save the Children 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 Save the Children assets and resources. Save the Children 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). Save the Children 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 intention of permanently depriving them of it.

- a) embezzlement: improperly using funds, property, resources, or other assets belonging to Save the Children 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 Save the Children'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 Save the Children funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any

agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the

- i) When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
 - o act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at **scifraud@savethechildren.org**)
 - o 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.

Annex G

IAPG Code of Conduct

PART 6: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

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

Disclaimer

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

Annex H**Milestone Payment Schedule**

[Drafting Note: where milestone payments are selected in the Contract Data, this Annex must be completed. The 'milestone description' must be drafted as accurately and precisely as possible to avoid early claims by the Contractor. Technical input should be sought.]

Number	Milestone description	Percentage (%) of Contract Price
1.		
2.		
3.		

Annex I
Bill of Quantities

Annex J

Procedure for Adjudication

Reference of a Dispute to Adjudication

1. Either Party may, at any time, give notice (the **Adjudication Notice**) to the other Party of its intention to refer a Dispute to Adjudication. The Adjudication Notice shall set out:

- (a) the nature and a brief description of the Dispute;
- (b) the names and addresses of the Parties involved; and
- (c) the nature of the relief sought.

Appointment of the Adjudicator

2. The Adjudicator shall be selected by agreement between the Parties within three (3) days of service of the Adjudication Notice. If no agreement is reached within such time the Party referring the Dispute to Adjudication shall apply to the Engineer who, acting independently, shall select an Adjudicator pursuant to his duties under Clause 11.4. When requesting the selection of an Adjudicator the referring Party shall supply a copy of the Adjudication Notice to the Engineer, who shall have regard to the nature of the Dispute which is referred for Adjudication when selecting the Adjudicator who shall be professionally qualified in the field in which the Dispute arises, and shall endeavour to select the Adjudicator within four (4) days of receiving the application. If the selected Adjudicator is unwilling or unable to accept the appointment, another Adjudicator shall be agreed upon by the Parties or selected by the Engineer in accordance with the procedure set out above (and so on until an Adjudicator is appointed).

3. Unless both Parties agree, no person shall be appointed as an Adjudicator if such a person at the time of appointment is (or within 3 years before such appointment has been) a director, office holder or an employee of, or is or has been (within such time) personally engaged in providing services or as a consultant to either Party or any Associated Company of either Party or is the holder of shares in either Party or any Associated Company of either Party (unless it is a company quoted on a recognised stock exchange and such shareholding is less than 1 percent of the issued share capital of any class). The Adjudicator shall be under a continuing duty to disclose in writing to each Party any such circumstances which may arise during the currency of the Adjudicator's appointment or any other fact or circumstance which might call into question his impartiality or independence. If both Parties agree, or if on application by either Party to the adjudication nominating body named in paragraph 2 and that body so decides, the Adjudicator shall forthwith resign. A replacement Adjudicator shall be appointed in accordance with paragraph 2.

Procedure for the Adjudication

4. As soon as possible following agreement upon, or receipt of notification of, the selection of the Adjudicator and, wherever possible, having regard to the date of appointment of the Adjudicator, within 7 days of the date of service of the Adjudication Notice, the Party referring the Dispute to Adjudication shall send a copy of the Adjudication Notice and its written statement of case to the Adjudicator accompanied by copies of any documents upon which the Party wishes to rely and, at the same time, shall send a copy of all such materials to the other Party.

5. The other Party shall have the right to submit a written response within 10 days of receipt of the documents referred to in paragraph 4, together with copies of any documents upon which he wishes to rely, to the Adjudicator, and shall, at the same time, send a copy of all such materials to the referring Party.

6. The Adjudicator shall have full power to take the initiative in ascertaining the facts and the law. In particular, the Adjudicator shall have power to:
- (a) request clarification or additional information from either or both of the Parties;
 - (b) make such site visits and inspections as he considers appropriate;
 - (c) convene meetings upon reasonable notice to the Parties at which both Parties shall be entitled to be present;
 - (d) appoint his own advisers to advise on matters of legal interpretation or expertise outside his own area of expertise on which the Parties are not agreed;
 - (e) open up, review and revise any decision, approval, recommendation or determination made, notice or certificate given by the Principal and/or the Engineer; and
 - (f) make use of his own specialist knowledge.

Without prejudice to such powers a meeting shall be held at the request of either Party to give both Parties the opportunity to make oral submissions.

7. If either Party fails to submit any written statement or respond to any request for clarification or information or fail to attend any meetings convened by the Adjudicator, the Adjudicator shall proceed with the Adjudication on the basis of the information supplied by the other Party. Any communications passing between a Party and the Adjudicator shall be copied to the other Party.

The Adjudicator's decision

8. The Adjudicator shall reach his decision within 28 days of receipt by him of the Adjudication Notice or such longer period as is agreed by both Parties after the Dispute has been referred to the Adjudicator. The Adjudicator may extend the period of 28 days by up to 14 days with the consent of the Party by whom the Dispute was referred. If the Adjudicator fails to reach a decision within the applicable time-frame his appointment shall cease and a replacement Adjudicator shall be appointed in accordance with paragraph 2 above. The Adjudicator's decision shall be in writing and shall set out the reasons for his decision.

Costs

9. Each Party shall bear its own costs in relation to any reference of a Dispute to Adjudication. The Adjudicator's fees and the costs of any reference to the Adjudicator shall be borne as the Adjudicator shall specify, or in default, each Party shall bear half of the Adjudicator's fees and associated costs of the reference to the Adjudicator and the Parties shall be jointly and severally liable for the Adjudicator's fees and such associated costs.

Immunity of the Adjudicator

10. The Parties agree that the Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as Adjudicator unless the act or omission is in bad faith, and any employee or agent of the Adjudicator shall be similarly protected from liability.

Involvement in arbitration proceedings

11. The Parties agree that the Adjudicator shall not be called as a witness to give evidence concerning any Dispute in respect of which he was appointed Adjudicator in any arbitration proceedings pursuant to the Agreement.

Annex K

Protection from Sexual Exploitation and Abuse (PSEA) Policy

1. 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 Save the Children 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:

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. Save the Children 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 Save the Children 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 Save the Children 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 Save the Children 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 Save the Children, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
- o) When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
 - Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
 - Keep any information confidential between you and the person you report this to.
- p) You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

Annex L
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 Save the Children 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 Save the Children 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. Save the Children 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>	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.
<i>Sexual Harassment</i>	Sexual Harassment consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or

	<p>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 Save the Children 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 Save the Children 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>	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.
<i>Sexual Abuse</i>	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.).
<i>Discriminatory and disrespectful behaviour</i>	Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.
Zero Tolerance	<ul style="list-style-type: none"> • 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.

Save the Children 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 Save the Children operates

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

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

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

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

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

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

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

4. The commitment we expect from you

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

You must have a zero-tolerance policy on any form of harassment, intimidation and bullying in the workplace and take all measures available to you to prevent and respond to any actual, attempted or threatened harassment, intimidation and bullying involving Save the Children 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 Save the Children 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 Save the Children, 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:-

- 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).
 - 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.

APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

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

10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

Our values and principles

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

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

What we do

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

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

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

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

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

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

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

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

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

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

- keep any information confidential to you and the manager.

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

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

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

What we do

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

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

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

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

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

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

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

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

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

You are obliged to:-

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

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

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

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

1. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

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

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

- 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.