

TOR-IST-2022-0068
TERMS OF REFERENCES FOR “PROJECT EVALUATION (ECHO)”

1- BACKGROUND

Save the Children is the world’s leading independent organization for children. We work in 120 countries. 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.

2- SCOPE OF WORK FOR ANNEX I

a) Characteristics, Type and Quantity of the Work	Save the Children requires one or several companies to conduct; <ul style="list-style-type: none">• Project evaluation for “ECHO Project”. Please see “ANNEX 1 – Technical TOR” (pg. 4 to 10) for detailed information.
b) Location of the Work	The requested service will take place in Save the Children Levent Office or online.
c) Beginning Date of the Work	The requested work will begin after the bidding evaluation has been completed by Save the Children Turkey Office.
d) Timeline of the Work	Please see “ 5.Duration of Evaluation ” in “ ANNEX 1 – Technical TOR ” for further information.

3- SUBMISSION OF BID

Quotations must be submitted latest by **01 March 2022, 17:00 (local time; GMT+2)** electronically to the below address. If the mail server does not allow you to attach all documents, you can send them in separate e-mails.

procurement.turkey@savethechildren.org

a) Documents to be Submitted

- Technical proposal (max. 6 pages) including the scope of work, tentative methodology, any revisions to the key evaluation questions, and tentative work plan.
- Financial proposal including a detailed budget breakdown of estimated costs (i.e. accommodation, plane tickets, translation).
- CV’s and work permits (if applicable) of the staff who will take part in the evaluation

- RFQ-IST-2022-0068 (must be signed and stamped)
- Copy of signed and stamped administrative and technical terms of reference (ToR-IST-2022-0068)

b) Request for Clarifications

We kindly request you to contact us @ procurement.turkey@savethechildren.org for any clarification request until **28 February 2022, 13:00 (local time; GMT+2)**.

4. EVALUATION CRITERIA

ESSENTIAL CRITERIA

Bidder must meet the following criteria;

- Bidder's main line of business activity shall be research and/or consultancy (SCI has the right to request further documentation such as trial balance and or any official proof document).
- Financial statement of 2019 and 2020.
- Please provide the necessary documentation for proof of your registration in-country (Trade Registry Gazette, Chamber of Commerce Registration, Tax Documentation, Circular of Signature for signatory person for the offer submitted).
- Full compliance with SCI standard policies (Please sign and stamp the document namely SCI Policies and send it together with your proposal).
- Full compliance with the technical and administrative terms of reference. Please provide a confirmation letter and/or submission of signed and stamped ToRs.
- Offerors shall provide the CV of the key personnel for the requested services along with a cover letter and a detailed financial statement.
- Offers must be in Turkish Lira. The supplier will receive payments within 30 days after the completion of each project.

CAPABILITY CRITERIA (60%)

- 3 references within the similar scope of work in the last 3 years with the document of the proof invoice, purchase order, contract etc. (preferably NGOs, international institutions, consulates) (10%).
- Invoices, proof of work etc. (completed in the last 3 years) that is equal to 150% of the submitted offers. Could be submitted as multiple documents. (10%)
- The quality of the technical proposal and compliance with the proposal that was requested by the Save the Children team. (30%)
- The bidder demonstrates experience and understanding of local context and community. (5%)
- Bidder has incorporated sustainability into their project methodology. (5%)

FINANCIAL CRITERIA (40%)

- Proposals should be sent in a detailed breakdown. Proposals should be all inclusive. (VAT and other costs shall be included and detailed) (%40).

ANNEX 1 – Technical Terms of References

1. Background

Turkey remains to be the largest host to refugees in the world, and Esenyurt district of Istanbul is one of the districts that host the largest number of refugees. Save the Children Turkey has been implementing a project entitled, “Community-based Child Protection systems strengthening in Esenyurt” based on a Community Center with the involvement of Esenyurt Municipality. The project has started from July 2020 to be closed in October 2021.

This action addresses the gaps through direct service provision to ensure that children are receiving appropriate and timely care. Girls, boys, and their caregivers have been engaged in a series of activities designed to increase resilience and self-efficacy of the individual child while at the same time increasing the community based protective structures often provided by caregivers and other adults. Individualized case management have been provided to girls, boys and caregivers with complex issues that cannot be resolved by help desks. Additionally, Esenyurt Municipality has been involved in trainings on child protection and key issues around gender equality and disability inclusion. Ultimately, the goal is for the municipality to take over the key components, following the set-up of the Community Center and provision of capacity building to the stakeholders.

It should be noted that several critical developments took place during the implementation, including but not limited to Covid-19 outbreak. And most activities had to be held online instead of face-to-face.

Principle Objective: Increase life-saving protection services in Esenyurt through improved coordination, technical capacity and direct service provision

Specific Objective: Refugees and asylum seekers girls and boys and their families in Esenyurt district in Istanbul have increased access to information, community-based psychosocial support, and specialised child-focused protection services.

Specific Objective Indicators:

- % of surveyed individuals that report enhanced knowledge on refugee rights, benefits, and procedural remedies to access them after benefitting from the Action (Target: 70%)
- % of boys, girls, men and women who report satisfaction with the safety, accessibility and responsiveness of the direct services received (Target: 80%)
- % boys, girls, women, men who are able to identify and know how to report child protection risks (Target: 50%)
- % of beneficiaries able to engage with the Accountability Mechanism (Target: 80%)

Result 1: Capacity to deliver coordinated and quality protection services for vulnerable refugees and asylum seekers is increased.

Result 1 Indicators:

- # of individuals provided with rapid information and/or external referral to non-protection services at the Information and First Admission Desk (Target: 1.716)
- # of key stakeholders participating in coordination meetings (Target: 25)
- # of participants showing an increased knowledge on the protection subject in focus (Target: 16)
- % of case workers trained and supervised in CPCM demonstrate improvement in knowledge and competency in applying CM processes (Target: 80%)
- # of capacity building trainings delivered (Target: 14)

Result 2: Strengthened community-based protection mechanisms contribute to enhanced protection and resilience amongst vulnerable refugee and asylum seeking girls and boys.

Result 2 Indicators:

- # of persons reached by the implementation of specific prevention measures (Target: 489)
- % of boys and girls who report increased feelings of safety and wellbeing (Target: 80%)
- % decrease in adult male and female caregivers who believe that physical and humiliating punishment is necessary for child-raising (Target: 80%)
- % of children who experienced any non-violent methods of discipline by a caretaker in the past month (Target: 60%)
- # of individuals participating in group activities focusing on awareness raising and information dissemination (Target: 600)

Result 3: Vulnerable and hard-to-reach girls, boys, women and men have increased access to individually tailored services to enhance their protection, including from violence, abuse, neglect and exploitation

Result 3 Indicators:

- % of child and adult protection where the case plans for were successfully completed (Target: 40%)
- # of Child Rights and Protection Monitoring reports produced (Target: 4)
- # of persons who receive an appropriate response (Target: 896)

2. Purpose of the Evaluation

The desired evaluation is an Impact Evaluation, noting that some beneficiaries have received different and/or multiple services, in order to provide a good estimate of the scale of changes caused by the project and/or structured programmes. The findings should cover the main causes of short-comings, elaborate on the positive and/or negative impact of the implementation while reflecting on the achieved targets/results against objectives, and determine to what extent the aimed goal was achieved, and to learn from the implementation strategies, processes and challenges encountered. The results are expected to cover the differences at the beginning and the end of the project and while addressing the below specified key evaluation questions, and identify the main factors that adversely affect the aimed impact should be determined and elaborated in details.

3. Objectives and Key Evaluation Questions

The evaluation is expected to utilize the DAC criterias and address the following key research questions:

3.1.1. Relevance

- i. To what extent has the project reached the most vulnerable and at risk children?
- ii. To what extent has the project taken beneficiaries'/community initiatives' needs into account in design and implementation, in relation to age, gender, disability, and population groups?
- iii. Has the project ensured that children's voices are heard and reflected, both in project activities and more broadly in the interaction with Esenyurt Municipality?

3.1.2. Effectiveness

- iv. Has the project adapted to covid-19 adequately? Assess to what extent have been virtual implementation (covid-19 adaptations) fulfilled the project's and beneficiaries' needs.
- v. Assess the effectiveness of protection interventions (Individual Protection Assistance, Case Management, Referrals, MHPSS, First Admission Desk) particularly focusing on vulnerabilities and risks.
- vi. Was the project gender sensitive and disability inclusive? If there were limitations in reach, what are the main causes?

3.1.3. Impact

- vii. Assess the change/real difference the intervention made in the lives of the beneficiaries.
- viii. To what extent were the project objectives achieved, what were the factors contributing in achievement and non-achievement.

3.1.4. Sustainability

- ix. Will the changes caused by the project continue beyond the life cycle of the project?
- x. Has the project resulted in any leveraging of knowledge and interventions to ensure sustainable impact for children at scale?

3.2. Scope of the Evaluation

The evaluation will cover the affected population, primary residing in Esenyurt district of Istanbul. Nevertheless, it should be noted that Avclar district is considered to be a catchment area, as districts have intersecting neighborhoods.

The primary population groups targeted by the project were Syrian beneficiaries, while Iraqi, Afghan, Palestinian, and local beneficiaries were reached too. The evaluation should be as inclusive as possible in reaching beneficiaries from different gender, age groups, vulnerabilities, as well as relevant stakeholders. Inclusion of children and youth through qualitative methods is a must.

4. Evaluation Design & Methodology

The evaluation will be conducted externally by an independent evaluation firm; the hired researcher/team member is expected to assume the role of team leader. Save the Children will facilitate access to the field and stakeholders where possible, however the contracted evaluation firm is expected to rely on their network and secure operational permissions from the authorities if large scale field work is proposed.

The evaluating firm is expected to draw the frame of the methodology for the evaluation, expand or restrict (with justification) the key evaluation questions. The evaluation firm should keep the below procedural considerations in mind when submitting their design:

- All project materials will be provided for desk review. The initial methodology set can be revised following the desk research upon consultation with SC.
- Qualitative data collection is desired for this study.
- Qualitative sampling shall depend on the principle of saturation, hence fixed amount of FGDs and KIIs will not be favored, instead the evaluation firms are expected to submit a minimum and an evidence driven maximum number of FGDs/KIIs that may be conducted.
- If control groups are going to be included in the design, the risk assessment needs to be approved by SC, particularly concerning children and youth participation.
- Separate FGDs will be conducted for boys and girls, women and men. Given that the project focuses on protection, no exceptions will be allowed for FGD recruitment. The age breakdown should be in line with the project's focus/selection criteria.

- The firm is expected to submit all procedures with the tools at the end of the inception phase, however FGDs should be further disaggregated by the below criteria at a minimum.
 - Population group where different nationalities should not be put together unless it is desired for research purposes, justification is provided, and no conflict is foreseen in light of the content
 - Age difference among the FGD participants should not exceed 5 years of age
 - The evaluating firm should ensure that CSG risks are mitigated, where a staff member is present outside the room, or coordinate with the SCI/partner teams to have focal points for children who wish to leave or need PFA.
- Child friendly methodologies should be used in all child FGDs; interviews or surveys cannot be conducted with children.
- The evaluation methodology has to account for SC's ethical considerations, particularly concerning child participation.
- KIIs can be conducted with stakeholders, staff, community leaders, and hard to reach population groups.
- Children's wellbeing is paramount. It should be noted that as it is a protection project, data collection is open to unexpected disclosure or report of sensitive information. Accordingly, the firm's staff needs to be prepared to identify and intervene in case of disclosure during the evaluation, conduct internal referral where relevant, and abide by confidentiality principles. Mandatory Child Safeguarding, Identification & Referral trainings will be provided by SCI prior to data collection.
- If the evaluating staff are not fluent in Arabic and/or Farsi, an interpreter should be included in the team. Additional project staff or resources will not be dedicated to the evaluating team.
- Designated SCI staff will be conducting on-site monitoring during the evaluation, joining data collection at observation capacity.
- The research teams should be gender sensitive during the qualitative data collection, where the team should consist of women facilitating/note taking/translating in women's groups, and vice versa.
- Where applicable, all evaluation activities must comply with covid-19 mitigations set by SCI.
- Measures taken in terms of data security must be elaborated on, including softwares use, safe assets use, location and supervision, access restrictions, potential risks and mitigations. Depending on the information provided, SCI can do a risk assessment at the inception phase, to inform necessary actions.

4.1. Presentation of the Results

The evaluation firm should provide an inception report following the review of the secondary sources provided by SC before the field work, which articulates the evaluation design, and include the proposed methodology, sampling strategy, tools, team structure, and work plan. Field work will begin following the approval from SCI.

All complaints, any identified incidents or concerns of CGS, Code of Conduct, fraud shall be reported to SCI immediately as identified in line with SCI policies.

The evaluation firm is expected to submit all means of verification (i.e. interview outlines/notes, consent forms, FGD notes) together with the final report.

The evaluation firm shall not have exclusive copyright of the report or storing privilege concerning the collected data.

5. Duration of the Evaluation

The evaluation is expected to take place between **04 March 2022 and 18 March 2022** and to be completed in **11 work days** inclusive of the inception period and reporting. The final report, including the integration of the feedback received from SC is expected to be submitted by **18 March 2022**.

6. Hired Firm's Staffing Profile

- University degree in a relevant fields (i.e. social sciences, statistics, social work, psychology)
- The team must contain technical staff, experienced in Child Protection and MHPSS
- The team must contain staff who has experience in conducting child FGDs through child friendly methodologies
- The team must be gender balanced
- Proven track record in conducting quality evaluations (preferably in protection sector)
- The team should have thorough experience in the implementation context/sites
- The team should have thorough knowledge of protection related regulations in Turkey
- All team must have valid work permits to work in Turkey
- The research team should consist of staff fluent in Arabic, English, and Turkish.

7. Organization, Roles and Responsibilities

SC staff will act as the advisory group during the evaluation process, and provide technical assistance (provision of the necessary documents and information, review of the evaluation design, methodology, tools). Practical assistance will not be provided (i.e. in-country travel, translation/interpretation, and accommodation).

8. Plan for Dissemination and Learning

The evaluation firm is expected validate the findings through validation meetings/sessions, and present to SC Turkey and partner organization teams at the end of the evaluation process. All additional activities concerning dissemination and learning will be undertaken by Save the Children.

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or the Order.
- (d) **Deliverables:** all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
- (f) **Order:** The Customer's order for the supply of Services, as set out in the Customer's purchase order form.
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

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

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

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

2. The Services

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

2.2 In providing the Services, the Supplier shall:

- (a) ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements;
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

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

- 2.4 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
- 2.5 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements

- 3.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.
- 3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
- 3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:
- (a) Child Safeguarding policy;
 - (b) Fraud, Bribery and Corruption policy; and
 - (c) Human Trafficking and Modern Slavery policy,
- (together, the "Mandatory Policies"), attached to these Conditions.
- 3.4 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.

- 3.5 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.6 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.7 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorized representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorized 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 organization of the Customer to carry an audit of the Supplier's operations.

4. Performance

- 4.1 The Supplier shall perform the Services in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 If the Supplier fails to comply with the time requirement referred to in Condition 4.1 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.
- 4.3 The Services shall be supplied at the destination and on the date or within the period specified in the Agreement and, in any event, during the Customer's usual business hours or as instructed by the Customer.
- 4.4 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 4.5 The Customer shall be entitled to reject any Services supplied which are not in accordance with the Agreement. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 4.6 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.
- 4.7 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

5. Indemnity

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

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

6. Price and Payment

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

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

6.3 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

7. Termination

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

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

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

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.4, 4.5, 4.6, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. Customer's Name, Branding and Logo

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

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:

- (a)** the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
- (b)** it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution

and performance under the Contract and will produce evidence of that action to the Customer on its request;

- (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
- (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Contract was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;
- (e) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- (f) none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 9.1 during the term of this Contract, the Supplier shall:

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

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights in Clause 9.1

10. Re-tendering

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

11. Insurance

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

12. Confidentiality

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

13. Customer property

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

14. Notices

14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

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

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

15. Force majeure

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

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological

contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

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

16. General

16.1 Assignment and subcontracting:

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

16.2 Severance:

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

16.3 Waiver and cumulative remedies:

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

16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

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

- 16.6 Variation: Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
- 16.7 Governing law and jurisdiction: The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).