

PROJECT EXTERNAL EVALUATION  
GENEL İDARİ ve TEKNİK ŞARTNAMESİ  
RFQ-TUR-2024-077

PROJECT EXTERNAL EVALUATION  
GENERAL ADMINISTRATIVE and TECHNICAL SPECIFICATIONS  
RFQ-TUR-2024-077

1- ARKA PLAN / BACKGROUND

Save the Children, çocuklar için, dünyanın önde gelen bağımsız organizasyonudur. 120 ülkede çalışıyoruz. Çocukların hayatlarını kurtarıyoruz; onların hakları için savaşıyoruz; potansiyellerini gerçekleştirmelerine yardımcı oluyoruz. Ortaklarımızla birlikte, dünyanın çocuklara davranış biçiminde atılımlara ilham vermek ve hayatlarında anında ve kalıcı bir değişim sağlamak için birlikte çalışıyoruz.

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- İŞİN KAPSAMI / SCOPE OF WORK

Country(ies) covered	<u>Türkiye</u>
Dates	<u>1<sup>st</sup> of December 2024 - 15th January 2025</u>
Overall objective of evaluation	<u>The overall objective of this assessment is to conduct an Impact Assessment at the end of the project, aimed at evaluating the short-term and/or medium-term effects of the intervention. The assessment seeks to identify the main causes of any shortcomings, measure the extent to which the intended outputs and results were achieved, and draw lessons from the implementation strategies used.</u>

<b>Type of evaluation</b>	External Evaluation
<b>Name of the project</b>	TUR DEC Turkey Earthquake Response 2023 phase 1 and 2
<b>Project Start and End dates</b>	01/08/2023 - 31/01/2024
<b>Project duration</b>	1 year and 6 months (18 months)
<b>Project locations:</b>	Adiyaman, Gaziantep, Hatay, Kahramanmaraş
<b>Thematic areas</b>	Health&Nutrition, Education, Child Poverty, Child Protection
<b>Sub themes</b>	WASH, Basic Education, Food Security and Livelihoods, Protection of Children from Violence
<b>Donor</b>	DEC - Disaster Emergency Committee
<b>Estimated beneficiaries</b>	15000
<b>Overall objective of the project</b>	

## 1. BACKGROUND AND RATIONALE

In response to the devastating earthquakes, Save the Children launched an emergency response plan under the DEC Turkey-Syria Earthquake Appeal, focusing on the urgent needs of affected populations prioritizing CP&MHPSS, MPCA, Education, Livelihoods, Shelter, NFIs, water, sanitation and hygiene (WASH) facilities and nutrition activities. As the response moved into Phase 2, the focus expanded from immediate emergency relief to supporting early and long-term recovery and resilience.

The project prioritized collaboration with local partners and government agencies to enhance impact and sustainability. Save the Children Türkiye has been implementing the project in the provinces of Kahramanmaraş, Adiyaman, Gaziantep, and Hatay from 2023 to 2024 in partnership with Pikolo and TEMAS organizations. The Pikolo Association focuses on providing mental health and psychosocial support (MHPSS) services to children and caregivers, primarily operating in the Hatay and Gaziantep provinces. Temas is responsible for breastfeeding counselling to mothers and the distribution of hygienic feeding kits. Their activities include supporting breastfeeding practices, educating mothers and caregivers on safe feeding practices, and providing necessary supplies such as breastfeeding kits and nutritional supplements. Temas primarily operates in the Hatay province. The project is scheduled for completion in January 2025.

## 2. OBJECTIVES AND FOCUS OF THE EVALUATION

<b>a) Characteristics, Type and Quantity of the Work</b>	This evaluation is an end of project Impact Assessment, aimed at analysing the project’s short and medium-term outcomes. The evaluation will determine the extent to which the intervention achieved its intended outputs and results, identify factors contributing to any challenges or shortcomings, and extract lessons learned from the implementation strategies, processes, and encountered obstacles. The evaluation aims to provide insights that will guide future interventions and strategic decision-making for SC and its partners.
<b>b) Location of the Work</b>	The requested service will take place in Save the Children Gaziantep, Kahramanmaraş, Adiyaman and Hatay
<b>c) Beginning Date of the Work</b>	The requested work will begin on 1st December 2024.
<b>d) Timeline of the Work</b>	The evaluation is expected to start by the 1 <sup>st</sup> of December 2024, and the field work should be completed by the beginning of January. The evaluation is estimated to be completed in 20-25 workdays. The final report, including the integration of the feedback received from SC, must be submitted latest by the 15 <sup>th</sup> of January.

**(A) 1.1. Key Evaluation Questions**

The evaluation design is expected to address the below DAC criteria and research questions, at a minimum:

**1.1.1. Relevance**

1. To what extent did the project, in collaboration with stakeholders, successfully identify and reach the most vulnerable and at-risk children, and how effective were these strategies in ensuring their inclusion? (CHS 1 & 4)
2. *To what extent was the intervention designed and implemented to be sensitive to the local context and target population, and how effectively did it integrate learning and adjust activities and outputs to align with intended impacts and evolving needs?* (CHS 1 & 7)
3. How relevant and effective were the joint meetings, supervision workshops and capacity building training in enhancing the capacity of partner staff to respond to protection incidents and support the project’s objectives? (CHS 8)

**1.1.2. Coherence**

1. To what extent did the interventions foster synergies and linkages with other initiatives carried out by the Türkiye CO and partners, and how did these collaborations enhance the overall effectiveness of the project? (CHS 6)

2. How consistent was the intervention with the approaches and strategies of other humanitarian actors in the same context, and what efforts were made to ensure alignment and avoid duplication? (CHS 6)

### **1.1.3. Efficiency**

1. Were objectives achieved on time and within budget? If not, why not? (CHS 9)

### **1.1.4. Effectiveness**

1. Did Save the Children and its implementing partners implement the project as planned, if not, what were the underlying reasons/factors?
2. *How effectively did the intervention respond to the diverse needs and priorities of project participants, considering age, gender, disability, and population groups (e.g., Syrian and Host communities), and how adaptable was it to emerging needs throughout the project cycle to achieve equitable outcomes?* (CHS 1 & 2)
3. Did the program/project achieve its intended outcomes, and to what extent did these outcomes align with the needs and priorities of different demographic groups?
4. Were there any unintended outcomes, and how did they impact the overall effectiveness of the project?

### **1.1.5. Accountability and Participation**

1. Was relevant information regularly shared in a timely manner with people and communities, about the program and their rights? (CHS 1.1)
2. Was communication undertaken in the local language, utilising easily accessible formats, in respectful and culturally appropriate ways, especially in relation to children? (CHS 1.3)
3. What opportunities were available to participants, especially children, to express their needs and ideas? Were they safe, accessible, and appropriate for all groups in the community? And were they known about by the community? (CHS 5.1 and 5.3)
4. How well was the feedback and response mechanism managed, including follow up on investigations and closing the feedback loop with program participants? (CHS 5.4 and 7.1)

### **1.1.6. Impact**

1. Assess the change/real difference the intervention made in the lives of the beneficiaries.

### **1.1.7. Satisfaction**

1. How satisfied were the project beneficiaries with the services they received?
2. Did the project beneficiaries feel the services they received were acceptable, appropriate, and suited to their needs?

### **1.1.8. Sustainability**

1. Will the changes caused by the project continue beyond the life cycle of the project?
2. Are the positive effects or impacts sustainable?

## **1.2. Scope of Services**

The evaluation should be as inclusive as possible in reaching relevant stakeholders (local authorities, stakeholders, etc.) while inclusion of children and youth is a must. Data collection should be conducted on-site with beneficiaries across all locations. For staff members, data collection should occur at SCI offices in Gaziantep and Hatay, as well as at partner offices located in Hatay, Adiyaman and Ankara if face-to-face interviews are not feasible data collection with partner staff members may be conducted online.

### 3. EVALUATION PROCESS AND METHODOLOGY

The evaluation will be conducted externally by an independent firm, the hired researcher/team member is expected to assume the role of team leader. While SC will be facilitating access to the field, the contracted firm is expected to rely on their network 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 firm should keep the below considerations in mind when submitting their design:

- (a) All project materials will be provided for desk review. The initial methodology set can be revised following the desk research upon consultation with SC.
- (b) Mixed methods approach is desired for this study. In order to gain a comprehensive understanding of the projects impact from both quantitative and qualitative perspectives, data collection will be carried out via surveys, KIIs and FGDs.
- (c) A mixed approach of random and stratified sampling to ensure that the sample representative for sub-groups. By using 95% confidence level and a 5% margin of error, can achieve statistically reliable results.
- (d) Qualitative sampling shall depend on the principal of saturation, hence fixed amount of FGDs and KIIs will not be favoured, instead the evaluation firms are expected to submit a minimum and evidence driven maximum number of FGDs/KIIs that may be conducted.
- (e) Separate FGDs will be conducted for boys and girls, women and men. Given that the project has a focus 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 use child friendly approaches/tools and to submit all procedures at the end of the inception phase, however FGDs should be further disaggregated by the below criteria at a minimum.
- (f) Population group with 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.
- (g) Age difference among the FGD participants should not exceed 5 years of age.
- (h) 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.
- (i) Child friendly methodologies should be used in all child FGDs; interviews or surveys cannot be conducted with children.
- (j) The evaluation methodology has to account for SC's ethical considerations, particularly concerning child participation.
- (k) KIIs can be conducted with stakeholders, staff, community leaders, and hard to reach population groups.
- (l) 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.

- (m) If the evaluating staff are not fluent in Arabic, high quality interpretation should be arranged by the firm. Additional project staff or resources will not be dedicated to the evaluating team.
- (n) Designated SCI staff will be conducting on-site monitoring during the evaluation, joining data collection at observation capacity.
- (o) Field teams should consist of teams of two during the qualitative data collection, consisting of a woman and man if applicable. 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.

#### 4. TIMEFRAME AND DELIVERABLES

##### Basic Timeline:

Working Days	Date	Milestone
Start	1 December 2024	Start of evaluation process, including desk review and initial consultations.
11 days	12 December 2024	Inception report: methodology, questions, and work plan.
3 days	15 December 2024	Fieldwork commences in Gaziantep and Hatay.
11 days	26 December 2024	Completion of fieldwork and primary data collection.
10 days	6 January 2024	Completion of data analysis and draft evaluation report.
11 days	17 January 2025	Submission of the draft evaluation report to SCI for feedback.
7 days	24 January 2025	Final report submission, incorporating feedback.
5 days	29 January 2025	Findings workshop to present the evaluation results to key stakeholders.

The dates above can be changed based on the actual contract start date.

##### Deliverables:

- (a) Inception Report: Outlining the methodology, evaluation questions, and a detailed work plan.
- (b) Draft Evaluation Report: A comprehensive report including findings, conclusions, and recommendations.
- (c) Final Evaluation Report: Revised based on feedback, including an executive summary, detailed findings, lessons learned, and actionable recommendations.
- (d) Findings Workshop: Presentation of the evaluation results to stakeholders, facilitating discussion and feedback.

#### 5. SAFEGUARDING AND ETHICAL CONSIDERATIONS

The evaluation will adhere to Save the Children's safeguarding policies and ethical guidelines, ensuring that all participants, especially children, are protected from harm. The key considerations include:

- (a) Informed Consent: Obtaining voluntary and informed consent from all participants, with additional consent from guardians for participants under 18.
- (b) Confidentiality: Ensuring all data is kept confidential and securely stored. Personal information will not be disclosed without consent.
- (c) Child Protection: The evaluation team must follow Save the Children's Child Safeguarding Policy, including mandatory training on identifying and referring child protection issues.
- (d) Cultural Sensitivity: Respecting the cultural context and values of the communities involved, ensuring that data collection methods are appropriate and non-intrusive.
- (e) Ethical Approval: The study protocol including evaluation methodology, data collection tools etc. must be reviewed and approved by the SCI ethics review committee prior to data collection.

## 6. CONSULTANT PROFILE

The selected consultant or evaluation team should possess the following qualifications and qualities:

- (a) Expertise in Evaluation: Proven experience in conducting evaluations of humanitarian or emergency response projects, preferably in the areas of child protection, education, and WASH.
- (b) Regional Experience: Familiarity with the context of Türkiye and the specific challenges faced by Syrian refugees and host communities.
- (c) Technical Skills: Strong analytical and research skills, with experience in using mixed methods approaches, including qualitative and quantitative data collection and analysis.
- (d) Language Proficiency: Fluency in English and Turkish is essential. Understanding of Arabic is an advantage.
- (e) Child Safeguarding Knowledge: Experience working within child protection frameworks and adhering to safeguarding policies.
- (f) Communication Skills: Ability to present findings clearly and concisely, both in writing and verbally, to diverse stakeholders.

## 7. APPLICATION DETAILS

Interested applicants should submit the following documents:

- CV/Resume: Detailing relevant experience and qualifications.
- Cover Letter: Explaining your interest in the project and how your skills and experience align with the ToR.
- Technical Proposal: Outlining your proposed approach to the evaluation, including methodology, timeline, and budget.
- Sample of Previous Work: A sample report or evaluation that demonstrates your capability in similar contexts.
- References: Contact details of two professional references who can speak to your evaluation experience.

## 3- TEKLİF SUNUMU / SUBMISSION OF THE BID

Teklifler en geç **25 Kasım 2024, 17:00'a (yerel saat; GMT +2)** kadar elektronik olarak aşağıda belirtilen [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) adresine gönderilmelidir. Dosyaların tek e-postaya sığmaması durumunda birden fazla e-posta gönderebilirsiniz.

Quotations must be submitted latest by **25 November 2024, 17:00 (local time; GMT+2)** electronically to [tender.turkey@savethechildren.org](mailto:tender.turkey@savethechildren.org) e-mail address. If mail server does not allow you to attach all documents, you can send in separate e-mails.

**a) Sunulacak Dökümanlar / Documents to be Submitted**

- Değerlendirme bölümünde istenen dökümanlar (7. Bölüme bakınız) / Documents indicated in "Evaluation" section (please refer to Section 7)
- Kaşeli ve imzalı genel idari ve teknik şartnameler ve detaylı finansal teklif (A3 ve A4'te belirtilen iş tanımları ile ilgili) / Copy of signed and stamped administrative and technical terms of reference (as per the terms of reference in A3 and A4)
- İmzalanmış ve kaşelenmiş şekilde RFQ-TUR-2024-077 Referans nolu belge / Signed and stamped RFQ-TUR-2024-077 Referenced document
- Talep edilen hizmetler için istihdam edilecek olan çalışanların CV'leri / CVs of the personnel that will be employed for the requested services.
- Teklif veren firmaların daha önceki benzer iş tecrübeleri (en az 1 adet) / Similar past experiences of the bidders for a similar work (minimum 1)
- Teklif veren firmalar detaylı bütçe kırılımını teklifleri ile beraber iletmelidir. / must submit a detailed budget breakdown along with their proposals.

**b) Soru ve Açıklamalar /Request for Clarifications**

Soru ve açıklama istekleriniz için **21 Kasım 2024, 17:00'a** kadar [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) adresinden bizlerle iletişime geçmenizi rica ederiz. / We kindly request you to contact us @ [procurement.turkey@savethechildren.org](mailto:procurement.turkey@savethechildren.org) until **21 November 2024, 17:00.**

**4. DEĞERLENDİRME KRİTERLERİ / EVALUATION CRITERIA**

**ZORUNLU KRİTERLER / ESSENTIAL CRITERIA**

İstekliler takip eden kriterleri yerine getirmelidir: / Bidder must meet the following criteria;

- İsteklinin ana iş faaliyet kolu araştırma veya danışmanlık ile ilgili olmalıdır (SCI gerekli gördüğü takdirde mizan talep edecektir) / Bidder's main line of business activity shall be research or consultancy (SCI has the right to request for further documentation such as trial balance)
- 2022-2023 yıllarına ait finansal bilanço/vergi beyannamesi (şirket – kurum olması halinde) / financial statement of 2022-2023 (if the bidder is a company – establishment)
- Firma kaydı ile ilgili gerekli belgeleri sununuz (Ticari Sicil Gazetesi, Vergi Levhası, imza Sirküleri, Ticaret Odası Kaydı sunulan teklifin imza sahibi için imza sirküleri) – (şirket – kurum olması halinde)/ Please provide 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)- (if the bidder is a company – establishment)

- SCI politikalarına tam uyum (SCI Policies isimli dökümanın kaşeli ve imzalı kopyasını teklifinizle birlikte sununuz) / Full compliance with SCI standard policies (Please sign and stamp the document namely SCI Policies and send together with your proposal).
- Teknik ve idari şartnameye tam uyum (bu maddeye dair teyit yazısı sununuz ve/veya şartnamelerin kaşe ve imzalı kopyalarının sunulması) / Full compliance with the technical and administrative terms of reference. Please provide confirmation letter and/or submission of signed and stamped ToRs.
- Teklif veren firmalar talep edilen hizmet için istihdam edeceği çalışanlarının CV'leri. / Bidders shall provide the CV of the key personnel for the requested services.
- Teklif veren firmalarda talep edilen hizmet için istihdam edilecek olan personelin anadilde Türkçe ve/veya Arapça (Suriye Arapçası) okuma, yazma ve konuşma yetkinliği olmalıdır. / The Applicant must possess native Turkish and/or Arabic (Syrian Arabic) reading, writing and speaking skills.

### **KAPASİTE KRİTERLERİ / CAPABILITY CRITERIA (50%)**

Technical Criteria #	Technical Criteria	Technical Evaluation Points
1	<b>Quality of Technical Proposal</b> <ul style="list-style-type: none"> <li>- Content: Completeness of the technical proposal, including scope of work, methodology, data collection strategies, data protection measures, key evaluation questions, evaluation matrix, and risk assessment. (6.6)</li> <li>- Policies: Inclusion of relevant organization policies (e.g., Data Protection, Safeguarding, PSEA, Code of Conduct). (6.6)</li> <li>- Timeline: Clearly specified start and end dates with an estimated duration each step. (6.7)</li> </ul>	20
2	<b>Methodology and Approach</b> <ul style="list-style-type: none"> <li>- Relevance: Explanation of how various methodologies will measure project relevance, effectiveness, outcomes, and sustainability. (5)</li> <li>- Impact: Clear articulation of how the methodology will contribute to the improvement of the project. (5)</li> <li>- Innovation: Innovative approaches to data collection and analysis, particularly in challenging contexts. (5)</li> </ul>	15
3	<b>Firm Profile and Team Capacity</b> <ul style="list-style-type: none"> <li>- Experience: Firm's prior experience with similar evaluations, particularly in the relevant geographical and thematic areas.</li> <li>- Team Qualifications: Qualifications of the evaluation team, including expertise in the project's thematic areas.</li> <li>- Language Skills: Team fluency in relevant languages (e.g., Syrian Arabic, Turkish, and English). <i>Max: 16 Enumerators, inc: 6 Syrian Arabic, Min: 12 Enumerators, 4 Syrian Arabic (5)</i></li> </ul>	15

### **FİNANSAL KRİTERLER / FINANCIAL CRITERIA (40%)**

Teklif detaylı döküm olarak gönderilmelidir ve USD olarak teklif verilmelidir. (KDV ve diğer ücretler de dahil olmalı ve ayrıca belirtilmelidir) / Proposals should be sent in a detailed breakdown. Proposals should be all inclusive and in USD (VAT and other costs shall be included and detailed) (%40).

## SÜRDÜRÜBİLİRLİK KRİTERLERİ / SUSTAINABILITY CRITERIA (10%)

- **Sustainability and Local Engagement**
  - **Local Engagement:** Use of local resources, including evaluators and suppliers where possible, CVs or resumes demonstrating inclusion of local personnel. / **Yerel Katılım:** Mümkün olduğunda yerel kaynakların, değerlendirme uzmanlarının ve tedarikçilerin kullanımı, yerel personelin dahil edildiğini gösteren CV'ler veya özgeçmişler. (%5)
  - **Sustainability Practices:** Demonstration of sustainable evaluation practices and understanding of the local context. A sustainability policy or framework./ **Sürdürülebilirlik Uygulamaları:** Sürdürülebilir değerlendirme uygulamalarını ve yerel bağlamın anlaşılmasını gösterme. Bir sürdürülebilirlik politikası veya çerçevesi. (%5)

## 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 in 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 time 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 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 license 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 within 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 event or circumstance 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).