

January 30th 2024

Updated February 8th 2024 with response to question in Annex H

Request for Quotation (RFQ) – goods or services

Subject RFQ #:	217803-MOMENTUM-BEmONC- 01/24
RFQ Issue Date:	January 30 th , 2024
Terms of Reference / Specifications:	Refer to the attached Specifications for the Procurement of Antenatal Care (ANC), Neonatal Intensive Care Unit (NICU) and Bilateral Tubal Ligation (BTL) Medical equipment.
Project	USAID MOMENTUM Tiyeni activity
The Company	Palladium International, LLC
Country of Performance	Malawi, Central Africa.
Closing Date and Time	Friday 14 th February 2023 at 05:00pm CAT.
Contact Person	Internal Procurement Committee Chairperson
Details for Submission	Submit quotes addressed to USAID MOMENTUM Tiyeni “Internal Procurement Committee” at: - USAID MOMENTUM Tiyeni Project, The Public Service Pension Trust Fund Building, 2nd Floor South Wing Offices, P/Bag B301, City Centre, Lilongwe, Malawi. OR Soft quotes indicating Equipment i.e. ANC, NICU & BTL. and RFQ reference No. 217803-MOMENTUM-BEmONC- 01/24 to: - procurement.momentum@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a quote for the Goods or Services listed below. Your quote must be valid for the Validity Period of **90 Working days from submission deadline date.**

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a quote. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

I look forward to your response. If you have any queries, please do not hesitate to contact us through e-mails **procurement.momentum@thepalladiumgroup.com**

Yours sincerely,

USAID/MOMENTUM
IPC Team

Terms and conditions

1. Quote Conditions

By submitting a quote, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Quote Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFQ unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

7. Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFQ and after the completion of the process.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFQ references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their quote. And provide it to the Company upon request.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information

If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; and
- (c) the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their quote or the RFQ process.

Potential suppliers must disclose where quotes have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their quote from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

17. Jurisdiction

This RFQ shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFQ or the breach, termination, or invalidity thereof. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFQ or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Schedule - Terms of Reference

Purpose

Palladium intends to establish multiple supplier agreements for the supply and delivery of ANC, NICU and BTL medical equipment indicated in the Specifications and Standards below.

This RFQ describes the total requirement sought by Palladium. Palladium may subdivide requirements among vendors by issuing multiple agreements.

Type of Contract

Blanket Purchase Agreement (BPA, negotiated price lists with ordering terms) under which Palladium may issue purchase orders on a fixed unit price basis for specific orders. Receipt of a BPA does not guarantee that Palladium will issue an order to the vendor.

Anticipated Contract Term

Palladium anticipates a BPA contract for up to 2 years.

Palladium anticipates awarding a cumulative total number of orders to obtain the entire 2023/24 medical equipment requirement by March 2024.

Company Information

Palladium is a global leader in the design, development, and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities, and civil society to formulate strategies and implement solutions that generate lasting social, environmental, and financial benefits.

The Project

Palladium is implementing an activity called “Moving Integrated, Quality Maternal, NEW- BORN, CHILD HEALTH AND FAMILY PLANNING AND REPRODUCTIVE HEALTH (MNCH/FP/RH) Services to Scale (MOMENTUM 1) Activity” in seven districts in the Central and southern region of Malawi namely: Lilongwe, Dowa, Machinga, Mulanje, Chikwawa, Zomba and Mangochi. The activity is funded by The United States Agency for International Development (USAID). Palladium is the Prime Partner implementing together with one International Partner and four local Partners namely: Save the Children International, Pakachere, Parent and Child Health Initiative (PACHI), Evangelical Association of Malawi (EAM) and Family Planning Association of Malawi (FPAM).

Timeline

Submissions are due by Wednesday 14th February 2023 at 05:00pm CAT. Questions can be received up to Wednesday 7th February 2023, 5.00PM CAT. The prices quoted shall be valid for 90 working days from submission deadline. A contract is expected to be issued within 21 working days contingent USAID approval. The start date shall be on the day of contract signing.

Specifications and Standards

The Palladium Group intends to procure the underlisted items. Vendors are invited to bid for all the Goods listed below.

Ref	Item	Item description	Estimated Quantity:
		ANC BEmONC Equipment	

A1	Digital BP Machine	<p>Sphygmomanometer, digital</p> <p>Functional description: Fully automatic sphygmomanometer to measure blood pressure on infants, children, adults and big adults</p> <p>Minimal technical requirements, shall include:</p> <ul style="list-style-type: none"> • Oscillo metric method of measurement • LCD display • With rechargeable AA batteries, complete with battery charging unit • Polyvinyl zipped case • Velcro Cuff <p>Accessories:</p> <ul style="list-style-type: none"> • 2 sets of BP Arm cuff: Large, Adult, Infant • 4 rechargeable AA batteries • Battery charger <p>Spare parts:</p> <ul style="list-style-type: none"> • 5m cuff tubing 	240
A2	Manual BP machine	<p>Economy type blood pressure monitor</p> <ul style="list-style-type: none"> * Shock-proof chrome plated gauge with protective ring * Aneroid gauge calibrated from 0mmHg to 300mmHg * Red zone on gauge between 80mmHg and 160 mmHg * Navy blue washable adult size nylon cuff with leather attachment * 2-tube adult size cuff and bladder * Standard latex bulb and inflation valve with spring * Vinyl zipper case 	150
A3	Stethoscope	<p>Stethoscope Complete</p> <p>Functional description: An acoustic medical device for auscultation, or listening to the internal sounds of a human body</p> <p>Minimal technical requirements, shall include:</p> <ul style="list-style-type: none"> • Binaural • Plain non folding frame • Plastic ear tips • Vinyl tubing • Double chest piece <p>Combined bell and diaphragm Sprague bowl type</p>	176
A4	Angle poised lamp	<p>Adjustable 10w LED lamp, brightness 50-820lumen, with On/Off switch extended arm up to 1950mm</p> <p>Power 230/240volts 50HZ</p>	206
A6	Gas Stove	<p>Stove, kerosene, single-burner, pressure</p>	180
LABOUR, DELIVERY & POSTNATAL			
A7	Digital BP Machine	<p>Sphygmomanometer, digital</p> <p>Functional description: Fully automatic sphygmomanometer to measure blood pressure on infants, children, adults and big adults</p> <p>Minimal technical requirements, shall include:</p> <ul style="list-style-type: none"> • Oscillo metric method of measurement • LCD display • With rechargeable AA batteries, complete with battery charging unit • Polyvinyl zipped case • Velcro Cuff <p>Accessories:</p> <ul style="list-style-type: none"> • 2 sets of BP Arm cuff: Large, Adult, Infant • 4 rechargeable AA batteries 	326

		<ul style="list-style-type: none"> Battery charger <p>Spare parts:</p> <ul style="list-style-type: none"> 5m cuff tubing 	
A8	Manual machine BP	<p>Economy type blood pressure monitor</p> <ul style="list-style-type: none"> * Shock-proof chrome plated gauge with protective ring * Aneroid gauge calibrated from 0mmHg to 300mmHg * Red zone on gauge between 80mmHg and 160 mmHg * Navy blue washable adult size nylon cuff with leather attachment * 2-tube adult size cuff and bladder * Standard latex bulb and inflation valve with spring * Vinyl zipper case 	300
A9	Stethoscope (adult)	<p>Stethoscope Complete</p> <p>Functional description: An acoustic medical device for auscultation, or listening to the internal sounds of a human body</p> <p>Minimal technical requirements, shall include:</p> <ul style="list-style-type: none"> Binaural Plain non folding frame Plastic ear tips Vinyl tubing Double chest piece <p>Combined bell and diaphragm Sprague bowl type</p>	376
A10	Delivery set	<p>1 Bowl, lotion, s/s, 110mm x 40mm</p> <p>2 Catheter, urethral, soft rubber, Nelaton, solid tip, 1-eye, funnel end, 10FR, 400mm long</p> <p>2 Forceps" Kocher, toothed 1x2t, 230 mm</p> <p>2 Forceps, artery, Spencer Wells, straight, 175mm</p> <p>1 Forceps, swab holding, Forester, 200mm</p> <p>2 Forceps, tissue, 1x2teeth, 0.7mm</p> <p>1 Gallipot, p/p, 75mm diameter 3mm thick</p> <p>1 Kidney dish, s/s, 825ml 3mm thick</p> <p>Sponge holding forceps</p> <p>1 Scissors, Mayo, curved, 150mm</p> <p>1 Scissors, umbilical, 105mm</p> <p>1 Box, instruments, s/s, with cover, 300x200x50 mm</p> <p>1 Amniotic hook</p>	795
A	Pressure cooker	<p>Disinfector, boiling water type, electric s/sint. Dim 510 x 310 x 140mm. Sterilizing unit, steam, non-vacuum vertical, electric, medium 39Litres</p>	160
A12	Electric sterilizer-Large	<p>Demineralised water adduction for steam generator</p> <ul style="list-style-type: none"> Vacuum test Bowie dick test Temperature operating range adjustable: 121°C - 134 °C Timer adjustable range: 0 to 120 minutes Heating power > 20000 W Power supply: 3 x 380 V 50 - 60 Hz <p>Control requirements:</p> <ul style="list-style-type: none"> Automatic control of sterilizing cycle Manometers PT 100 temperature controller Audio and optical signal announces the completion of sterilization Automatic power cut off <p>Safety requirements:</p> <ul style="list-style-type: none"> Over pressure/safety valve Over temperature device Electrical overload device Door interlock system, un-openable under pressure Leak current protection 	20

		<ul style="list-style-type: none"> • Temperature/pressure recorder • Cut-out devices in case of no water and excess steam <p>Accessories:</p> <ul style="list-style-type: none"> • 1 loading trolley • 1 demineralisation water unit • 3 stainless steel baskets <p>Consumables</p> <ul style="list-style-type: none"> • 100 box of printer paper • 10 x Sterilization Test Tape (55m x 19 mm) • 10 x Bacteriological filter 0,01 µm • 10 water filter <p>Spare parts:</p> <ul style="list-style-type: none"> • 5x door gasket • 2x safety valve • 6x electrical solenoid • 3x heating elements • 4x Jacket manometers • 4x Chamber manometers 	
A13	Electric sterilizer-Medium	53litres, pressure cooker Power source- i-electric -3000watts heating element-heavy duty 230/240V 50Hz ii-Gas burner with Gas cylinder, pipe and regulator With pressure release valve, safety valve and condensate release valve	86
A14	Sterilization drum-small	<ul style="list-style-type: none"> • Ext. Ø: 18cm • Height: 12cm • Lateral openings per drum for vapour penetration minimum: 6 minimum: distance between each openings ca 10cm • Each opening has 18 small holes <p>Each hole Ø 1.5-2.0mm</p>	334
A15	Sterilization drum -Medium	<p>Drum Sterilization, Medium</p> <ul style="list-style-type: none"> • Ext. Ø: 29cm • Height: 16cm • Lateral openings per drum for vapour penetration minimum: 8 minimum: distance between each openings ca 9.5cm • Each opening has 24 small holes <p>Each hole Ø 1.5-2.0mm</p>	334
A16	Sterilization drum-Large	<ul style="list-style-type: none"> • Ext. Ø: 34cm • Height: 24cm • Lateral openings per drum for vapour penetration minimum: 9 minimum: distance between each openings ca 10cm • Each opening has 48 small holes <p>Each hole Ø 1.5-2.0mm</p>	334
A17		Doppler	100
A18		Stretcher with trolley	80
A19		Labour and delivery beds with stirrups	180
A20		Wall O'clock with second hand	125
A21		Suction machines (electric and manual) for maternity and NICU	80
A22		NASG	300
A23		Cheatle forceps and container	300

A24		Needle holders	300
A25		Dissecting forceps	300
A26		Vaginal speculums (maternity and PAC)	300
A27		Episiotomy scissors	300
		NICU Equipment	
B1	Oxygen concentrator	<p><u>Functional description:</u></p> <p>A device, which concentrates the oxygen from ambient air to supply an oxygen-enriched gas stream</p> <p><u>Minimal technical requirements, shall include:</u></p> <ul style="list-style-type: none"> • O2 concentration: 93+-3% • With 2 oxygen outlets 	54
B2	Ambu Bags	<p>Manual resuscitator with transparent face-mask.</p> <p>Child models ranging 200ml, 220ml, 240ml bag capacity (sizes of 00, 0, 1</p> <p>Standard 15-22 mm diameter Swivel connector allows connections to all common masks Endotracheal Tubes.</p> <p>Provision to give supplemented oxygen-by-oxygen reservoir providing 100% oxygen.</p> <p>Non-re breathing valve enabling the patient to inspire oxygen from the reservoir bag.</p> <p>Single hand operatable.</p> <p>Easy to disassemble for cleaning and disinfection.</p> <p>Should have pressure release valve at 40cm H2O.</p> <p>Should have silicone oxygen tube 2m length.</p> <p>It should be up to 40 times autoclavable including bag and washers.</p> <p>The bag should be of silicone material.</p> <p>Self-Inflating Resuscitator bag should be of medical grade silicone rubber.</p>	215
B3	Face Masks (size 1)	Mask for infant, size 1. Autoclavable latex or equivalent material, transparent, double layer, with appropriate removable valve.	172
B4	Face Masks (size 0)	Mask for infant, size 0. Autoclavable latex or equivalent material, transparent, double layer, with appropriate removable valve.	140
B5	Nifty Feeding Cups	<p>Reusable, boilable or autoclavable.</p> <p>Calibrated in millimetres on the side of the cup.</p> <p>Soft silicone material</p> <p>Reservoir for the infant to lap milk from.</p> <p>40ml and 60ml</p>	7000
B6	Weighing Scale	<p>Infant scale, mechanical; Infant scale, electronic; Infant scale liner</p> <p>Basin type Digital, battery operated, with AC power adapter, maximum weight 25kgs, easy and safe to use, powder coated.</p> <p>Scales that contain a weighing platform with a tray</p>	40
B7	Clinical Thermometers	<p>Specified accuracy to be better than 0.3 °C</p> <p>Measurement range at least 25 to 42 °C</p>	200

		High / low patient temperature display feature preferred	
		Auto power off required after minimum of 1 minute	
		'Out of range' indication required	
		Beep/alarm at 1 minute	
		Response time to steady reading < 5 seconds required	
B8	Oxygen splitter	Equipped with five independent, Thorpe tube flow meters, to measure and regulate the flow of medical gas.	1500
		Suitable for cleaning and disinfection with hospital-grade cleaning products.	
		Inlet port is DISS format.	
		6 mm barbed outlets.	
		Flow meter columns are transparent, clearly readable and graduated (metric system).	
		Inlet pressure up to at least 20 psi (138 kPa).	
		0-2 L/min, accuracy better than 10%, graduation 0.125 L/min or lower.	
		SUPPLIED WITH	
		Connecting tube, 2m long, with DISS standard connectors each end for oxygen input.	
		User manual, to be supplied in local language.	
		Flow meters of 2L/min each	
B9		Neonatal Resuscitaire	80
B10		Pulse oximeter (NICU)	170
		BTL Equipment	
C1		Cup/bowl/gallipot	41
C2		Forceps, Sponge, Foerster, Straight, 9.5 inches (24.1cm)	21
C3		Forceps, dressing, standard pattern, 5 inches (12.7cm)	21
C4		Forceps, tissue, delicate pattern, 5.5cm inches 914cm)	21
C5		Forceps, artery, Kellym straight, 5.5cm inches (14cm)	41
C6		Forceps, Intestinal, Allis, delicate, (5 x 6 teeth) 6 inches (15.2cm)	41
C7		Forceps, Intestinal, baby baby Babcock, 5.5inches (14cm)	41
C8		Needle holder, Mayo Hegar, 7 inches (17.8cm)	21
C9		Richardson-Eastman restar, small or (1) Army-Navy retractor (2-pc-set), double-ended	41
C10		Scissors, tonsil, Metzenbaum, curved, 7 inches (17.8cm)	21
C11		Scissors, Operating, Mayo, curved, 6.75inches (17.1cm)	21
C12		Scapel, Handle, #3, graduated in cm	21
C13		Hook, tubal, Ramathibodi	21
C14		Forceps, Sponge, Foerster, curved, 9.5inches (24.1cm)	21
C15		Spectrum, vaginal, Graves, medium, 1.438 inches (3.8cm) x 4 inches (10.2cm) or 1 Jackson vaginal retractor (deep blade) 1.5inches (3.8cm) x 3 inches (7.6cm)	21
C16		Forceps, Schroeder-Baun uterine tenaculum, 9.75 inches (24.8cm)	21

C17		Elevator, uterine, Ramathibod	21
C18		Instrument Trays Large with lead	21
C19		Head Lamps	20

Anticipated delivery period within 8 weeks for in-country and outside suppliers at PSI warehouses in area 28 Lilongwe, Malawi. Pricing should be indicated in MWK however; you can choose to quote in USD. Clearly indicate the agent or dealer who is in-country for the purposes of servicing the warranties, maintenance and guarantees for the equipment.

Options (no options required):

1. Extended warranty (must be used in Malawi).
2. Delivery to Lilongwe, Malawi
3. Supplier must have an agent or dealer who is in-country for the purposes of servicing the warranties, maintenance and guarantees for the equipment.

Eligibility Compliance

The vendor must complete Due Diligence Questionnaire if selected for Award within 5 days.

The vendor must have UEI number or obtain one within 5 days of being notified of selection.

The vendor must have quality assurance processes and should provide documentation of proof of insurance.

The vendor must have warehousing facilities suitable for medical supplies.

Acceptance/Inspection

Payment will be made following delivery and acceptance if the goods meet the following:

- Specifications advertised, to be verified based on MOH standard procedures for verification of goods received
- Quantities required on the Purchase Orders
- A partial delivery must not be below 80% of the total order.
- Delivery period must be within 8 weeks of contract signature

Warranties

Minimum of one-year warranty

Evaluation and Award Process

Unless all quotes are rejected, Palladium may award multiple Blanket Purchase Agreements resulting from this solicitation to the responsible vendor(s) whose quote confirms to the RFQ and is determined to represent best value to Palladium.

Palladium intends to select for award the vendors whose quotations are most advantageous based on a best value overall / trade off process. Palladium will evaluate based on the following criteria, listed in descending order of importance:

- Price: Unit prices will be evaluated to determine reasonableness and the lowest evaluated price.
- Past performance: Past performance will be evaluated based on feedback obtained from references. The information provided by references may not serve as the sole basis of evaluation of past performance. Palladium reserves the right to obtain and utilize information from sources other than those identified in the quote. Past performance will be evaluated as a measure of Palladium’s confidence in the vendor’s ability to successfully perform. Confidence rating will be assigned based on the information obtained from the past performance evaluation.

- Delivery terms/Lead time: Offerors must indicate a maximum lead time in calendar days for each product quoted. Lead time means the period between the receipt of a purchase order and the time when the products are ready for delivery in accordance with the specified terms and place of delivery. Since meeting lead time is essential, if the vendor fails to deliver any or all of the products within the period specified in the order, Palladium may apply remedies under the BPA, including deducting from the Order price and considering negative past performance in selection for future orders or solicitations.

Minimum Eligibility Criteria to be met:

1. Minimum specifications listed above
2. Ability to Deliver within timelines specified

Each proposal will be evaluated individually.

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium’s Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium’s procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Instructions to the Offerors

The following items are required to be submitted as part of the proposal:

- The quote must be submitted in English.
- Prices should be indicated in MWK however; you can choose to quote in USD
- Include vendor profile, contact name, email address, and phone number to facilitate communication between Palladium and the bidder.
- A detailed breakdown of Specification of items you are offering, and all relevant information must be provided.
- Evidence of ability to meet required delivery timelines such as a statement confirming sufficient inventory.
- All quotes must comply with the advert requirements.
- Attach valid, current, and certified financial statements and year 2022 certified audited books of accounts.
- All company legal valid current documents must be attached.
 - Certificate of incorporation
 - Certified trading licence
 - 2022/23 PPDA certification
 - Powers of attorney specific to this RFQ
 - Tax clearance certificates 2023/24 FY
- All medical industry standards compliance forms/certificates must be attached.
 - Manufactures authorisation for dealers where applicable
 - Proof of having bio-medical engineers/technicians for quality assurance for the supplies quoted.
 - Experience and proof of having supplied medical items of the same magnitude
 - In case of imported items, Palladium will support clearance of the equipment Duty free.
- Proof of financial capacities and referees. (With annual turnover of USD 750,000)

Attachments

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your quote you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

Annex A: Quotation format

Annex B: Due diligence form(s)

Annex C: International Anti-Corruption Questionnaire

Annex D: Business Partner Code of Conduct

Annex E: Certifications: Terrorism, Anti-Kick Back, Debarment, FCPA – Mandatory for all Procurements

Annex F: Reference Request form

Annex G: Copy of the Contract – blank with all the conditions and flow downs

Annex H: Response to question received

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your quote is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any quotes pursuant to this RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process..

Annex A: Quotation Format

Quotations shall contain price information for the requested services per Annex 1. VAT must be listed separately, if included. Offerors should provide proper specifications & materials to be used where relevant. Indicate any discount in your offers if you do.

Quotations must be submitted with the information below on official letterhead or official quotation format. In the event this is not possible, offerors may complete this section and submit a signed/stamped version to the company.

Line Item	Item Name	Item Description	Packaging	Unit cost	Quantity	Total in (MWK/USD)
1						
2						
3						
Grand Total (MWK/\$):						

Delivery time (after receipt of order): _____calendar days

Annex B: Due diligence forms

Due diligence form

Please provide answers to and information regarding all of the questions below. For any answer requiring more space than is given in this form, please attach the complete answer on a separate sheet. To the extent permitted by law, all information provided in this form will be held in confidence and not disclosed to any third parties without prior notice and approval.

Part 1 Identifying information

Part 1 a

To be completed if an **organisation** is the subject of Due Diligence

Name of organisation: ...

Organisation headquarters address/main office: ...

Country or countries where activities will take place: ...

Website for organisation: ...

Name of owner/managing director for organisation: ...

List any former name(s) owner/managing director for organisation: ...

Part 1 b

To be completed either if an **individual** is the Subject of Due Diligence or, if an **organisation** is the Subject of Due Diligence, then to be filled out by the owner/managing director of the organisation

Full Legal Name (As written on passport or national identification card) ...

Home address for individual or owner/managing director, phone number, and email address: ...

Identify card / Passport: ...

Nationality: ... Date of birth: dd/mm/yyyy

Telephone: ... E-mail: ...

Part 2 Business information

(Only applicable if an organisation is the Subject of Due Diligence. For individual move to part 4)

To be completed by the owner/managing director

a Sole Proprietorship Partnership Corporation Non Profit Other

If other, please specify below:

...

b Is this organisation registered? If so, please note the country and registration number below Yes No

...

d Is the entity an organisation listed on a public stock exchange? If so, please provide relevant details below. Yes No

...

e If applicable, please list any parent companies or subsidiaries below:

...

Does any Public Official or government entity have any financial, management or controlling interest in your organisation? If so, provide details and level of interest below. Yes No

...

Please list the full names and date of birth of all Principals for your organisation. (Note: the term "Principal" includes, but is not limited to, the executive officers, partners, owners, directors, trustees or others who exercise control over your organisation).

...

Part 3 Compliance, health and safety

Does the organisation have an institutionalized Financial and internal controls policy? If so, please attach or provide details below. Yes No

...

Does the organisation have an occupational health and safety (OHS) policy? If so, please attach or provide details below. Yes No

...

Please state whether the organisation meets the legislative requirement of compulsory insurance where business will take place and please attach the certification or provide details by country or countries.

...

Part 4 Government relationships

To be completed by the individual or owner/managing director of the organisation

Please state whether:	You are currently, or have been during the last two years, a Public Official (as that term is defined in Part 7 below)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Your organisation employs a current Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	You are a close relative (i.e. mother, father, sister, brother, spouse or child) of a Public Official	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
	Any Principal of your organisation has a close relative who is a Public Official (<i>If applicable</i>)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

For any person identified as a close relative above, please provide their name (surnames and given name), title, relationship to you or the organisation, and responsibilities for the government, agency, or government controlled enterprise or company. If additional space is needed, attach a separate sheet of paper.

...

Part 5 Prior conduct

To be completed by the individual or owner/managing director of the organisation

Have you (or any Principals of your organisation) ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation, or any subsidiary or affiliate of your organisation ever been investigated for, charged with, convicted or otherwise implicated in criminal, corrupt, unethical, or unlawful conduct? Yes No

(If applicable) Has the organisation ever been issued a sanction or committed a violation of law or regulation? Yes No

If yes to any of the above, please describe the circumstances below:

...

Part 6 Additional disclosures

To be completed by the individual or owner/managing director of the organisation

Please provide any additional information below that would assist the company in performing its due diligence review. If more space is needed, attach a separate sheet.

...

Part 7 Certification

To be completed by the individual or owner/managing director of the organisation

Certification

I hereby certify that:

To the best of my knowledge, all information in this response is truthful, correct and complete;
I have read the information at the websites noted below and I am familiar with the requirements of these anticorruption statutes:

UK Bribery Act 2010;

Australian Criminal Code;

U.S. Foreign Corrupt Practices Act;

I have read the definition of Public Official below and declare that neither I, nor any of my immediate family members, are Public Officials, except as previously disclosed.

I have never paid, approved for payment or otherwise provided, directly or indirectly, anything of value to a Public Official for any improper, corrupt or illegal purpose, nor will I; and I have never created a false invoice or otherwise manipulated documentation to disguise making a payment or otherwise providing anything of value to a Public Official for any purpose, nor will I.

NOTE: "Public Official" means any person, whether elected or appointed who holds an executive, legislative, administrative or judicial office or position in any public entity, including any international agency. In addition, "Public Official" includes any person who performs public functions in any branch of the national, state, local or municipal government of any country or territory or who exercises a public function, by employment or under contract, for any public entity, agency or enterprise of such country or territory, including state owned or controlled enterprises, or any part of a government. The definition of "Public Official" also includes any official of a political party or any candidate for political office.

I further hereby acknowledge that I have reviewed the Business Partner Code of Conduct and I, and/or my organisation, will comply with all requirements set out in such Code.

Data Collection Notice

If you are completing this form for yourself as an individual, then you acknowledge the following. If you are completing this form for an organisation (whether a company, trust, charity or similar), you acknowledge that you have obtained consent to the following from the relevant individuals.

Palladium is committed to the protection of personal information and compliance with relevant data protection and privacy laws. The information requested by this form is collected directly from you to assess your suitability,

or that of a relevant individual, to provide services to Palladium, its clients and/or any of its projects. The information we will collect pursuant to this due diligence exercise is as outlined in this form, but we may also obtain information through an investigative report, which may draw on public registers, interviews or public media. We collect this information on the legal basis of your consent, and then will later use it for the performance of any contract with you or for the performance of any relevant contract with our clients.

This information may be shared with any of Palladium's related companies or relevant clients where such sharing is a) required by a relevant law, our contract with you or with our clients; or b) permitted by a relevant data protection law. Where sharing is with related companies, such related companies will comply with Palladium data protection guidelines.

This information may be provided to our offices/related companies overseas, subject to such overseas offices/related companies being bound by the same data protection standards as the office or company to which you provide the information and provided also that such transfer of information is required as part of fulfilling the purpose of or reasons for the provision of the information, or for the performance of any subsequent contract. An example of this might be that the relevant decision maker or individual involved in the decision is based in another location. Further details are available at <http://thepalladiumgroup.com/legal/our-policies>.

The information you provide will be used to a) make an informed assessment about whether Palladium can enter into an agreement with you or your organisation, b) manage your contract and services with Palladium in the event we enter into an agreement with you, or c) assess certain internal diversity and inclusion metrics. If you do not provide your data or consent to processing by us then we cannot assess your suitability to enter into a contract with you.

Depending on your country of residence, you may have certain data protection or privacy rights. You can find details, including our retention guidelines, at <http://thepalladiumgroup.com/legal/our-policies>. Privacy or data protection queries can be directed to Privacy@thepalladiumgroup.com

Signature:

Name: ...

Title: ...

Date: ...

Annex C: International Anti-Corruption Questionnaire

Please complete and sign this form and provide it to your Palladium Contact.

Section 1 – Company Information		
Company Name		Company Web Site
Address		
Name of Representative Signing this Questionnaire		Title
Address		
Telephone	Fax	E-mail
Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other (explain):		
Place of Incorporation (or equivalent registration)	Commercial Registration Number	Date of Establishment Number of Employees

Section 2 - Questionnaire

Please attach additional pages as needed to provide a complete response to each question.

1. Project Information

- a. Please describe the nature of the project being considered (the “Project”) and the role and responsibilities of your company (the “Company”) for the Project:
- b. Please provide a short description of the Company and its qualifications for the proposed Project:
- c. Has the Company conducted business previously with Palladium or any of its subsidiaries? If yes, please describe, including time frame and contact information.
- d. Will the Company receive any fee, reimbursement, or other compensation from Palladium in connection with the Project? No Yes. If Yes, please explain in detail:

2. Company Ownership & Management

- a. Are the securities of the Company traded publicly? No Yes. If Yes, identify the exchange(s) where traded:
- b. Identify the owner(s)/shareholder(s) of the Company and the nationality and percentage interest held by each. Provide the address, business, and employment background of each owner on a separate page attached to this Questionnaire. Also attach an organization chart showing the Company's relationship to any parent and/or subsidiary.

Notes: (i) If ownership is held in whole or in part by an entity, identify the owners, the percentage held by each, and the form of organization and governing jurisdiction of that owning entity (and similarly for any higher-tier owning entities) so that ultimate ownership is specified. (ii) If you answered yes to question 2.a. above, the list of owners/shareholders need only refer to persons directly or indirectly holding an ownership interest greater than 5% of any class of the Company's securities.

Owner(s)/Shareholder(s)	Nationality	% Ownership

- c. Please identify the principal officers of the Company, the nationality and employment background of each:

Names/Titles of Principal Officers	Nationality	Employment Background

3. Governmental Connections of the Company (With respect to a country with a royal family, members of the royal family are to be considered government or public officials in responding to this section.)

- a. Is the Company owned or controlled by any government or government-owned or controlled company ("instrumentality")?
 No Yes. If Yes, describe the governmental ownership and/or controlling interest:
- b. Does the government or Royal Family subsidize the Company? No Yes. If Yes, describe:
- c. Is any owner, director, officer, employee, or other representative of the Company a current or former official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned or government-controlled company)? No Yes. If Yes, identify each person, his/her last date of employment, and government department, agency or instrumentality:

- d. Is any owner, director, officer, employee, or other representative of the Company an official of any political party or candidate for political office? No Yes. If Yes, explain in detail:
- e. Does or will the Company or any owner, director, officer, employee, or other representative of the Company have any family (by blood or marriage) or business relationship with any official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned company)? No Yes. If Yes, explain each relationship:
- f. Does or will any government or public official or employee or any official of any political party or candidate for political office have any interest in, or receive any benefit from, the proposed Project? No Yes. If Yes, explain in detail:
- g. During the past five years, has the Company provided monetary or other contributions to any government or public official, political party, political campaign, or government department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the recipient, date, amount, and nature of the contribution:
- h. During the past five years, has the Company provided hospitality to any government or public official, including meals, entertainment, transportation, hotels, gifts, etc.? No Yes. If Yes, explain in detail:
- h. During the past five years, has the Company provided any facilitating or expediting payments to any government or public official, department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the name of the recipient, date, amount, and nature of the payment:
- i. Is the Company aware of any other relationships, connections, or ties to any government or public official or employee or any official of any political party or candidate for political office such that execution of the Project could be expected to affect the award of business to Palladium or affect the evaluation, payment approval, or other aspect of the administration of any Palladium business with the government of the country? No Yes. If Yes, explain in detail:

4. Allegations and Legal Proceedings

- a. During the past five years, has the Company, any affiliate (any entity controlling, controlled by, or under common control with the Company), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or key employee been the subject of any allegations of fraud, misrepresentation, bribery, or other similar activity in the media or other forum? No Yes. If Yes, please explain in detail:
- b. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, any present or former owner, director, officer, or key employee ever been debarred, suspended, or otherwise restricted from doing business with any government or been notified that such action is pending? No Yes. If Yes, please explain in detail:
- c. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative ever been charged with a criminal act or been the subject of a civil or criminal investigation or any other proceeding involving an allegation of fraud, misrepresentation, bribery, or other similar activity? No Yes. If Yes, explain in detail:
- d. During the past ten years, has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative had a criminal conviction? No Yes. If Yes, explain in detail:
- e. Does the Company have any pending material legal proceeding or have any pending proceeding in bankruptcy or insolvency? No Yes. If Yes, explain in detail including identification of the jurisdiction and case number of any proceeding:

5. Representative, Consultant, or Agent Practices

- a. Does the Company have currently or has it had within the past three years a sales representative, consultant, or agent of any kind entitled to a commission or other fee or payment with respect to the Company's business or activities in the country? No Yes. If Yes, provide complete details of all such person(s) and the associated business arrangement(s):
- b. Does the Company intend to use a sales representative, consultant, or agent of any kind in connection with the proposed Project? No Yes. If Yes, provide complete details of all such third parties and the associated

business arrangements, including any intermediation between the sales representative, consultant, or agent and any governmental or public official or entity on behalf of this proposed Project:

- c. Does the Company require anti-corruption training of its consultants and, if so, how often? No Yes.

6. Company Policies and Procedures

- a. Does the Company require anti-corruption training of its employees and, if so, how often? No Yes.
- b. Does the Company have a Code of Ethics, Code of Business Conduct, or similar policy? No Yes. If Yes, please provide a copy.
- c. Does the Company have any policy or procedure regarding investigation or the performance of anti-corruption due diligence prior to the engagement of sales representatives, consultants, or other agents? No Yes. If Yes, please provide a copy.
- d. Does the Company have any policy or procedure regarding the giving of gifts, business courtesies, gratuities, or hospitality to commercial relations and government or public officials, by Company personnel or its consultants, representatives, or agents? No Yes. If Yes, please provide a copy.
- e. Does the Company have any policy or procedure regarding compliance with laws prohibiting bribery or corruption of commercial enterprises and public officials? No Yes. If Yes, please provide a copy.
- f. Does the Company have any policy or procedure regarding facilitating or expediting payments to government or public officials, departments, agencies, or instrumentalities? No Yes. If Yes, please provide a copy.
- g. Does the Company have any policy or procedure regarding the management and protection of proprietary information of others? No Yes. If Yes, explain in detail or provide a copy:
- h. Does the Company have any policy or procedure regarding the management and protection of information and goods with respect to which military or security classifications apply and/or with respect to which national or international export controls apply? No Yes. If Yes, explain in detail or provide a copy:
- i. Does the Company conduct any audits, assessments, or other reviews of its compliance with these policies and procedures? No Yes. If Yes, explain in detail:
- j. Does the Company have an implemented a GAAP compliant accounting system or an equivalently-rated system (e.g., IFRS)? No Yes. If No, describe the Company's accounting system:
- k. Does the Company undergo periodic audits by a third party or outside accounting/audit firm? No Yes. If Yes, describe the frequency and the auditing party:
- l. Does the Company require its employees and agents to provide itemized invoices and receipts in order to be reimbursed for all expenses, including hospitality and entertainment? No Yes. If No, provide a brief explanation:
- m. Are cash payments permitted by the Company? No Yes. If Yes, describe under what conditions and controls:

Section 3 – Certification

Please number consecutively and initial any additional pages. Additional pages should reference the information provided to the corresponding number and letter on this Questionnaire.

How many additional pages are attached containing responses to any of the items above? _____

The Company representative signing below represents that he or she is authorized to sign this Questionnaire on behalf of the Company and that Palladium may rely upon a scanned or faxed signature as binding upon the Company.

The Company understands that Palladium will rely on the above information and other business information provided by the Company in determining whether to enter into an agreement with the Company regarding the Project (as it may change from time to time), and that, in addition to any other remedies that may be available,

any false or misleading information provided by the Company shall be grounds for the immediate termination of any such agreement.

The Company agrees to immediately notify Palladium of any change of status regarding any information provided in Section 2, items 2 – 6 above.

Company Name

Signature

Name

Title	Date
-------	------

GBL CC02 Business Partner Code of Conduct

Approved by:	CEO	Policy type:	GBL
		Policy number:	GBL CC02
Responsible official:	Chief Diversity Officer	Version:	1.3
		Effective date:	27 February 2020

Revision history

Version:	Effective date:	Approved by:	Summary of changes:
1.0	1 September 2015	CEO	NA
1.1	1 November 2017	CEO	Updated to align with Regional Business Partnerships
1.2	10 August 2019	CEO	Update for respectful workplace, safeguarding and other
1.3	27 February 2020	CEO	Updated Child Protection requirements

Statement

This is a controlled document. The master document is posted on the Company website. Representatives may print off this document for training and reference purposes but are responsible for regularly checking the Company website for the current version.

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1. Purpose

This Policy describes the Company's expectations of Business Partners when conducting business around the world. Business Partners must operate worldwide in a manner fully consistent with the highest standards of conduct including following best practices in integrity and ethics, anti-discrimination, anti-harassment, child protection, prevention of sexual exploitation and abuse, health and safety, anti-corruption and other areas in order to promote good governance and positive impact.

2. Applicability

This Policy is applicable to all Business Partners. Any deviation from this Policy requires the approval of the Responsible Official.

The Company has in place Guidelines, Standard Operating Procedures (SOPs), Business Processes and Tools to support the implementation of this Policy.

The Responsible Official, with input from the business as appropriate, is responsible for preparing and implementing the related Guidelines, SOPs, Business Processes and Tools.

Guidelines, SOPs, Business Processes and Tools may vary with different operating environments if required by local legislation, Client rules and regulations and other factors, subject to the approval of the Responsible Official.

3. Definitions

"Bribery" or "Bribe" means to directly or indirectly offer, promise or provide a financial or other advantage (including hospitality) to another person to:

- ❏ Induce or encourage the other person to perform a function improperly;
- ❏ Induce or encourage the other person to expedite the performance of a routine government action (see "Facilitation Payment"); or
- ❏ Reward the other person for the improper performance of a function.

"Bullying" means repeated unreasonable behaviour over time, where the behaviour causes or has the potential to cause harm to another person or persons.

"Business Partner" means any contractor, subcontractor, grantee, sub-grantee, awardee, sub-awardee, law firm, affiliate, vendor, supplier, landlord or organization providing goods or services to the Company.

"Business Process" means a sequence of linked tasks and related decisions that result in or contribute to the delivery of a product or service.

"Child" or "Children" means a person or persons who is or are below the age of 18, regardless of the age of majority/consent in the relevant country. Where the age of majority/consent in the relevant country is anyone aged 18 or above 18 then that higher age limit shall apply and take precedence.

"Child abuse" means all forms of physical abuse, emotional ill-treatment, sexual abuse and exploitation, neglect or negligent treatment, commercial (e.g. for financial gain) or other exploitation of a Child and includes any actions that results in actual or potential harm to a Child.

"Child abuse material" means material that depicts (expressly or implicitly) a Child as a victim of torture, cruelty or physical abuse.

“Child exploitation material” means material, irrespective of its form, which is classified as Child abuse material or Child pornography material.

“Child pornography material” means material that depicts a person, or is a representation of a person, who is, or appears to be, under 18 years of age and is engaged in, or appears to be engaged in, a sexual pose or sexual activity, or is in the presence of a person who is engaged in, or appears to be engaged in, a sexual pose or activity, and does this in a way that a reasonable person would regard as being, in all the circumstances, offensive.

“Client” means any individual or entity who engages the Company to provide goods or services.

“Commercial Sex Act” means any sex act on account of which anything of value is given or received.

“Compliance” means adherence to laws, codes, regulations, rules, standards, policies, and guidelines concerning proper conduct, management, and business transactions.

“Conflict of Interest” means when a Business Partner’s interests are (or potentially are) inconsistent with or are (or potentially are) otherwise in opposition to the interests of the Company, the Company’s Clients, or the Company’s stakeholders.

“Company” refers to Palladium Group Holdings Pty Ltd and all of its subsidiaries or related companies.

“Corruption” means the abuse or perversion of entrusted power, including the expectation of impartiality, for private or unlawful gain.

“Discrimination” is any unfair treatment or arbitrary distinction based on personal characteristics such as age, gender, sexual orientation or identity, disability, marital or parental status, pregnancy, religious belief or activity, political belief or activity, race (including colour, national origin or ethnicity) or citizenship.

“Diversity” refers to the individual differences and variety of characteristics that we all bring to the Company.

“Duty of Care” refers to the obligation of the Company and Business Partners to take reasonable care to prevent foreseeable harm to any Representative or employee of the Business Partner and provide a safe system of work.

“Facilitation Payment” means a direct or indirect payment to a Public Official to carry out or expedite the performance of a routine government action. Routine government actions include, but are not limited to, clearing customs, processing visas and scheduling inspections.

“Fraud” means dishonestly obtaining a benefit or causing a loss by dishonest or other improper means.

“Graft” means the misuse of authority for personal gain.

“Guidelines” means the written elaborations on Company policy that provide further information and interpretation for the implementation of policy.

“Guiding Principles” means the principles to which all Company Representatives commit to aligning their behaviours in order to create and deliver a successful Company culture.

“Harassment” means any improper and unwanted behaviour that makes a person feel threatened, intimidated, degraded, humiliated or offended.

“Inclusion” means ensuring that the right conditions are in place so that every person is able to achieve their full potential regardless of personal characteristics, socioeconomic background or personality type.

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of an agreement or contract with the Company.

“Personally Identifiable Information” means any data that could potentially identify a specific individual or any information that could be used to distinguish one person from another and can be used for de-anonymising anonymous data.

“Privacy” means a person’s right to control access to his or her personally identifiable information.

“Prohibited Act” means any offence under any applicable statute in any jurisdiction.

“Public Official” means an elected or appointed executive, administrative, legislative or judicial officer or employee of a country, state, territory, or political subdivision thereof; an officer or employee of a public international organisation; or an officer or employee of a public enterprise or public body, including officers or employees of State owned or controlled entities. In addition, Public Official includes any person who performs a public function or exercises public authority, by employment or contract, for any branch of the national, state, local or municipal government of any country or territory. Public Official also includes employees or officers of political parties as well as candidates for political office.

“Representative” means an Employee or any person who has an independent individual contractual relationship with the Company, whether as a contractor, consultant or agent of the Company. This includes non-executive directors of the board.

“Safeguarding” means action taken by the Company to protect the beneficiaries and communities with which we work, our Representatives and Clients from harm

“Security” means a stock, bond, note or debenture, as well as options, warrants and similar instruments related to such stock, bonds, notes or debentures.

“Sexual Abuse” is any actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

“Sexual Exploitation” means any actual or attempted abuse of position of vulnerability, differential power, or trust, for sexual purposes, including but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.

“Sexual Harassment” means unwanted sexual advances, request for sexual favour, verbal or physical conduct or gesture of a sexual nature, or any other behaviour of a sexual nature that might reasonably be expected or be perceived to cause offence or humiliation to another. Any gender can be either a victim or offender.

“Standard Operating Procedures” or “SOPs” are the detailed written descriptions of Business Processes that aim to ensure consistency and quality in process execution.

“Tool” means templates, forms, charts, informational and any other material prescribed for use in conjunction with an element of a Policy, Guideline, Business Process and SOPs.

“Trafficking” means the recruitment, transportation, transfer, harbouring or receipt of persons, by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, the abuse of power or a position of vulnerability or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purpose of exploitation.

4. Policy

4.1. Integrity and Ethics

4.1.1. General Integrity

The conduct of Business Partners is a direct reflection on the Company and the Company's values and Guiding Principles.

Business Partners are required to:

- Observe and abide by all applicable laws and regulations, including relevant treaty obligations and internal policies, both in the countries where the Business Partner is registered and, if different, in the countries where the Business Partner is doing business;
- Read and comply with all Company Policies, Guidelines, SOPs and Business Processes applicable to Business Partners;
- Conduct business in a truthful, honest, diligent, transparent, and ethical manner;
- Treat Clients, employees, suppliers, consultants, Representatives, communities with which we work and others with whom Business Partners interact, fairly, humanely, and with proper regard for their human rights and obligations;
- Respect cultural differences among Clients, employees, suppliers, consultants, Representatives and others with whom Business Partners interact and conduct themselves in a manner that will not reflect adversely on the Company, its shareholders, Clients, partners, or the wider community; and
- Honour commitments and keep confidences.

4.1.2. Accountability

The Company holds Business Partners accountable for their conduct and expects all Business Partners to adhere to the spirit and letter of this Policy. To ensure compliance with this Policy, the Company asks its Business Partners to:

- Review this Policy and commit to abide by it;
- Ensure that questions about this Policy are addressed promptly and all employees of Business Partners know how to seek guidance about complying with this Policy;
- Ensure that non-compliant conduct is reported through any means including Company email, telephone, or the Company Whistle-blower mechanism as soon as practicable; and
- Report any known or suspected unlawful or unethical conduct related to the Company.

Self-reporting of non-compliance is encouraged.

The Company will investigate any credible report of a violation of this Policy or any unethical or unlawful conduct.

4.1.3. Transparency and Record Keeping

The Company is committed to transparency in all business dealings. The Company maintains a comprehensive system of record keeping. Business Partners must ensure that all official records are

properly identified and maintained according to the Records Management Policy. The records are required to be true and accurate and any intentional misuse, editing, or handling of the official records is prohibited.

4.1.4. Duty of Care

Employees of Business Partners come under the Duty of Care of the Business Partner and the Business Partner must manage risks associated with the performance of work. Unless otherwise indicated, the Company is not responsible for security arrangements, health, or safety of individuals and/or property that is the responsibility of the Business Partner. The Company expects that the Business Partner will hold appropriate levels of insurance to protect their interests and the interests of the Company and Company Representatives.

4.1.5. Tax

Business Partners will comply with all obligations to pay taxes, duties, and charges imposed or levied in the countries in which the Business Partner is registered and in the countries in which the Business Partner is doing business as required by law including all taxes, entitlements, other statutory charges and/or any other amounts payable to personnel in the relevant jurisdiction.

4.1.6. Procurement

Business Partners must follow the principles of fair competition and compete honestly, transparently, and fairly for potential contracts, grants, and other opportunities. Business Partners should always seek to outperform competition in a fair and honest manner and seek competitive advantage through superior performance. Business Partners will not collude with competitors when bidding for contracts and, if collusion is brought to the Company's attention it will be investigated and addressed without delay. Business Partners are required to follow all applicable procurement laws and regulations. In a tender process, Business Partners will, to the best of their ability, provide accurate and truthful information and will not misrepresent their approaches, capabilities, or pricing.

Business Partners must never ask for or receive preferential treatment or special privileges or make use of information they are not authorised to have, including non-public documents or other proprietary data, including information released to the Company under Non-Disclosure Agreements. Representatives. Business Partners must not take unfair or improper advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of facts, or any other illegal or unethical trade practice. Business Partners will not attempt to influence Public Officials or other Clients with payments, gifts, offers of employment, or otherwise unlawful conduct.

4.1.7. Anticorruption/Bribery/Graft

Business Partners must be committed to honesty, transparency, and fairness and have zero tolerance for Bribery, including making Facilitation Payments or Graft. Business Partners will reject Corruption in all of its forms and comply with the spirit and letter of all applicable anticorruption laws and regulations. Business Partners are required to:

- ❶ Reject Corruption in all of its forms, including Bribery, making Facilitation Payments, Graft or any Prohibited Act;
- ❷ Understand and appreciate that Bribery and Graft are unlawful and therefore strictly prohibited, regardless of jurisdiction or circumstance;
- ❸ Adopt and enforce all policies that prevent Corruption in the conduct of business;



Ensure that no Public Official benefits financially or in any other unlawful way from the relationship with the Business Partner (or any Client);



Operate with an adequate system of internal accounting controls and maintain accurate records that document relevant transactions; and

- Immediately inform the Company, if information is discovered indicating that a Prohibited Act has been committed, has been requested, or otherwise suggested by any person, including a Public Official or private individual, in connection with, in the relationship with, or work for the Company.

Business Partners must not:

- Directly or indirectly, commit or attempt to commit, any Prohibited Act, including Bribery, Graft or making a Facilitation Payment;
- Directly or indirectly, receive a Bribe;
- Use their authority for personal gain; or
- Offer, provide or receive unlawful gifts, benefits, hospitality, advantages, courtesies or entertainment from a Public Official where a reasonable person could interpret the offer, provision or receipt as a Prohibited Act made in connection with the Representative's duties, status or authority.

Hospitality is permitted under specific circumstances. Bona fide hospitality or other business expenditure with the aim of presenting the Business Partner, Company or its products or services, or establishing cordial relations is permitted. However, hospitality or promotional expenditure can be misinterpreted as Bribery and Business Partners must keep in mind appearances and perceptions and not offer hospitality where it could be mistaken to have the intention of influencing a Public Official to secure a business advantage, to perform a function improperly, or to expedite the performance of a routine government action.

Receipt and provision of gifts, benefits or entertainment must be notified on relevant registers kept for that purpose in accordance with a relevant Business Process.

4.1.8. Intellectual Property

Unless otherwise specified, all Intellectual Property developed in the course of the business relationship between the Company and the Business Partner remains the property of the Company or, where contractually specified, the property of its Clients.

Business Partners are required to comply with all applicable laws, rules and regulations Company policies and procedures and contractual policies and procedures of Clients covering Intellectual Property rights.

4.1.9. Scientific integrity

The Company is committed to the highest standards of scientific integrity when performing any science-based and research-oriented work. These include ensuring that research and science-based work is grounded in documented approaches, is supported by validated data and information, and that results and conclusions are independent and unbiased.

Business Partners are required to ensure that there are no actual or perceived Conflicts of Interest that might bias work they are undertaking or otherwise call into question the validity or accuracy of their work. Business Partners will not falsify, fabricate, or misrepresent data or results, even if pressured to do so by internal or external sources. Due credit must be given when the work is not the Business Partner's own. If the Business Partner is involved in any research work involving human subjects, then it must follow the highest standards, ethical considerations, laws, rules and regulations applicable and take great care to interact with any human subjects with empathy and respect.

4.1.10. Fraud/waste/abuse

The Company does not tolerate fraudulent activity, waste of Company or Client resources, or abuse of authority by Business Partners. Business Partners are required to prevent, detect, and report Fraud, waste, abuse, or any other Prohibited Acts about which they know or reasonably should have known. The Company Whistle-blower mechanism is available to report confirmed or suspected violations and Business Partners and their employees are expected to cooperate fully if and when investigations are undertaken.

4.1.11. Conflicts of Interest

The Company believes in open and transparent business dealings. Business Partners must separate their own personal interests from those of the business transaction with the Company. Conflict of Interest arises when, for example, a Business Partner, their employee or any member of his or her immediate family, his or her partner, an organisation that employs or is about to employ any of the above, has a financial or other interest in, or will receive a tangible personal benefit from, an action taken by the Business Partner. Actual or potential Conflicts of Interest must be reported immediately to the Company so that action can be taken to manage and mitigate the Conflict of Interest, including but not limited to the exclusion of the Business Partner from any relevant decisions.

Sexual relationships between Business Partners, their employees and/or with others connected with the Company's projects or suppliers may be a Conflict of Interest and are strongly discouraged. Accordingly, any and all such relationships must be disclosed to the Company.

In the event that a Business Partner is subject to codes or rules of conduct other than those contained in the Company Policies, Guidelines, SOPs or Business Processes (such as other professional codes), and a conflict arises between these codes, it is the Business Partner's responsibility to bring the conflict to the attention of the Company for resolution.

4.2. Privacy and Information Protection

4.2.1. Privacy Protection, Responsibilities and Expectations

The Company's Privacy Policy sets out the details of the collection, storage, use, disclosure, access to, and correction of Personally Identifiable Information by the Company.

Protecting sensitive and Personally Identifiable Information and preventing its misuse are essential to ensure that the Company maintains the highest standards of professional conduct, including complying with data protection legislation wherever the Company carries out its business. Business Partners, Clients and beneficiaries have a right to be protected against unwarranted infringement of their privacy resulting from the collection, maintenance, use and dissemination of their personal information. The Company is dedicated to the protection of the information we hold and to the prevention of actions that could result in harm, embarrassment, inconvenience or unfairness to anyone with whom or with which the Company has a relationship.

All Business Partners are responsible for protecting sensitive and Personally Identifiable Information from unauthorised exposure and reducing the volume and types of Personally Identifiable Information to only that which is necessary for business functions. Business Partners must protect the Personally Identifiable Information they collect, handle, maintain and transmit and they must use proper collection, storage, transmission and disposal methods. Further, Business Partners must not access Personally Identifiable Information they do not need to complete their job functions and must not disclose Personally Identifiable Information to unauthorised parties.

Failure to protect Personally Identifiable Information may result in immediate termination of all business relationships with the Company. All Business Partners are obligated to notify the Company if they discover any actual or potential privacy breaches.

Users of Company information systems have no reasonable expectation of privacy. This means that any information transiting or stored on a Company system can be monitored, intercepted, searched and seized by the Company. Further, any information transiting or stored on a Company system may be disclosed or used for any lawful governmental purpose including law enforcement, public health or security purposes.

4.2.2. Access to and Protection of Information

In the performance of their duties, Business Partners may be granted access to many sources of information, confidential or otherwise. Any information provided as part of a Business Partner's duties or any information to which the Business Partner has access must be used only for official purposes. Business Partners will not make any unauthorised, improper, or unlawful use of any information made available to them in the performance of their duties. Further, Business Partners will not access information without an official purpose related to the performance of their duties.

4.2.3. Access to and Protection of Resources

In the performance of their duties, Business Partners must also protect Company resources. Business Partners are expected to:

- ④ Use or manage both human and material resources efficiently and effectively;
- ④ Avoid waste, misuse, and abuse of Company resources and conserve and protect Company assets;
- ④ Ensure that all facilities, physical resources, and other property belonging to or leased by the Company are given due care and maintenance; and
- ④ Budget honestly.

The Company reserves the right to immediately terminate any business relationships for violations relating to access to and protection of information and misuse of Company resources.

4.2.4. Information Communication Technology Systems Use

All Company information communication technology systems, including email and any connected computer communications network, server, individual computer workstation, laptop, or Smartphone may only be used for business purposes, subject to the following. The Company will permit limited personal use of the information technology systems as long as the personal use does not interfere with the Business Partner's work or incur an unreasonable expense to the Company. Business Partner use of information technology systems is a business privilege and, as such, the Company reserves the right to immediately terminate any business relationship for violations relating to use of the information technology systems.

The following are some examples of unacceptable and, therefore, prohibited actions involving the Company information technology systems. Actions include, but are not limited to:

- ④ Excessive use of Company information technology systems for personal use;
- ④ Intentionally inefficient or wasteful use of Company assets or resources;
- ④ Unauthorised access or use of any information technology system;
- ④ Intentional disruption of the Company's internet service, a third party's internet service, and/or the global internet;
- ④ Compromising or damaging the integrity of or misusing any host/server information technology assets or resources;



Compromising the privacy of any Company or third party users;

Partner is Violating information rules, regulations or policies in the jurisdiction in which the Business registered or performing work;

- ④ Compromising corporate proprietary or otherwise sensitive information; and

- Using information communication technology systems to violate corporate policies or procedures, including sending or forwarding emails that violate any of the Company's policies.

Although the Company has software to detect known viruses, Business Partners must be aware that pirated software, email or basic internet use can introduce viruses into their computer, the corporate network and broader information technology systems. Caution should be used when opening emails and files from unknown senders and downloading content from the internet.

Business Partners who are unsure of their obligations in relation to any aspect of information communication technology system use in the workplace should contact the Company for advice and assistance.

4.3. Respectful Workplace

The Company supports Diversity and Inclusion and is committed to nurturing a positive workplace environment in which all Representatives and Business Partners are treated with respect and dignity. We foster a culture that is diverse, inclusive and respectful. The Company encourages a workplace free of Discrimination.

All Business Partners are expected to demonstrate professional and respectful behaviours in the workplace, at Company events, and/or under any circumstances when representing the Company. This includes business travel and time spent at Company related social events, whether held on or off Company premises and whether during or outside working hours.

Discrimination, Harassment and Bullying, in any form, are unacceptable. Business Partners are expected to adhere to the requirements of this Code of Conduct and to proactively report on Discrimination, Harassment, Bullying or other breaches of the Company's policy.

Management of poor performance or poor conduct does not constitute Discrimination, Harassment or Bullying when it is conducted in accordance with the relevant Company Guidelines.

4.3.1. Anti-Discrimination

The Company values Diversity and employs and partners with individuals and organisations from a diverse range of backgrounds, cultures and races. The Company is committed to an open, inclusive and Discrimination-free workplace.

The Company is dedicated to promoting an accessible and inclusive workplace where all reasonable accessibility requirements and requests will be considered and, where reasonably possible, accommodated.

Business Partners must not engage in any Discrimination including, but not limited to, the following:

- Refusing to hire or promote Representatives on the basis of any personal characteristics that are not relevant to the requirements of the role;
- Terminating Representatives on the basis of any irrelevant personal characteristics;
- Refusing to provide reasonable accommodations for those Representatives with disabilities; and
- Refusing to excuse Representatives for documented, medically necessary appointments related to a personal characteristic.

4.3.2. Anti-Harassment

Harassment of any kind is unacceptable and is not tolerated inside or outside of the workplace. It can include a one-off incident or a series of incidents. Business Partners must not engage in any form of Harassment.

4.3.3. Anti-Bullying

Bullying is unacceptable and is not tolerated inside or outside of the workplace, or inside or outside working hours, when the parties involved are also colleagues or Business Partners.

4.3.4. Grievances

The Company encourages an open environment in which all Business Partners can raise their work-related concerns, complaints or grievances fairly, honestly and responsibly. The Company acknowledges that to achieve a fair, equitable and productive work environment, there must be a transparent and consistent process for resolving grievances. The Company aims, as far as practicable, to achieve a fair and prompt resolution to individual grievances raised by Business Partners in the course of their employment or interaction with the Company.

4.4. Safeguarding

The Company commits to work with internal and external stakeholders to protect the safety and welfare of the beneficiaries and communities with which we work, our Representatives, and our Clients. We foster a culture of Safeguarding at all times and support those who have experienced abuse.

4.4.1. Child Protection

The Company is committed to upholding the values and purpose of the UN Convention on the Rights of the Child, which requires that Children will be protected from performing any work that is likely to be hazardous, interfere with a Child's education, or is harmful to a Child's physical, mental, spiritual, moral or social health. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

The Company has a zero tolerance of Child abuse and expects the same commitment to Child protection from Business Partners. Specifically, Business Partners will:

- ❶ Establish and maintain an environment that promotes and enables Children's participation and is welcoming, culturally safe and inclusive for all Children and their families;
- ❷ Involve Children in making decisions about activities, policies and processes that concern them, wherever possible;
- ❸ Treat Children and their families with respect and value their ideas and opinions regardless of race, colour, gender, sexual orientation or identity, physical or mental health, language, religion, political or other opinion, national, ethnic or social origin, property, birth, or other protected and/or irrelevant characteristic;
- ❹ Whenever possible, ensure that another adult is present when working in the proximity of Children;
- ❺ Use any computers, mobile phones, video and digital cameras, personal electronic devices, and social media appropriately, and never to exploit or harass Children or to access Child exploitation material through any medium;
- ❻ Refrain from physical punishment or physical discipline of Children;

- ⦿ Refrain from hiring Children for domestic or other labour;
- ⦿ Comply with all applicable laws, rules, and regulations concerning Child protection, including laws in relation to Child labour;
- ⦿ Respond to any concerns or complaints of Child abuse in line with the complaints handling procedure; and
- ⦿ Immediately disclose to the Company all charges, convictions and other outcomes of any offences that relate to Child exploitation and abuse, including (in countries where this is applicable) those under traditional or customary law.

Business Partners will not:

- ⦿ Use language or behaviour towards Children (including via online communication) that is inappropriate, harassing, abusive, sexually provocative, demeaning, or culturally inappropriate;
- ⦿ Engage in any activity that is likely to physically, sexually or emotionally harm a Child;
- ⦿ Engage Children in any form of sexual activity. Mistaken belief in the age of a person is not a defence;
- ⦿ Arrange personal contact, including online contact, with Children associated with the Company's project or activity for a purpose unrelated to that project or activity;
- ⦿ Invite unaccompanied Children into the Representative's home or place of residence;
- ⦿ Be alone with a Child unnecessarily or sleep close to unsupervised Children;
- ⦿ Supply alcohol or controlled drugs to Children except medications under an approved administration of medication plan;
- ⦿ Work with Children while under the influence of alcohol or prohibited drugs;
- ⦿ Disclose personal or sensitive information about a Child, including images of a Child, unless the Child and their parent or legal guardian consent, or unless required to by the Company policy and procedure on reporting; and
- ⦿ Ignore or disregard any suspected or disclosed Child harm or abuse.

When photographing or filming a Child for work-related purposes, Business Partners will:

- ⦿ Assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a Child;
- ⦿ Explain how the photograph or film will be used and obtain consent from the child's parent or legal guardian before photographing or filming a Child;
- ⦿ Ensure photographs and films however recorded and stored present Children in a dignified and respectful manner and not in a vulnerable or submissive manner;
- ⦿ Ensure that Children are adequately clothed and not in poses that could be seen as sexually suggestive;
- ⦿ Ensure images are honest representations of the context and the facts; and
- ⦿ Ensure that physical and electronic labels of photographs and films do not reveal identifying information about a Child.

It is the responsibility of Business Partners to use common sense and good judgment to avoid actions and behaviours that could be construed as Child abuse.

Business Partners are required to report concerns or allegations of Child abuse, or other conduct inconsistent with this Policy, to the Company through any means including Company email, telephone, or the Whistle-blower mechanism.

4.4.2. Prevention of Sexual Exploitation, Abuse and Harassment

Sexual Exploitation, Sexual Abuse, and Sexual Harassment are unacceptable and prohibited conduct for all Business Partners. For example, it is prohibited for Business Partners to engage in:

- ❉ Any act of sexually humiliating, degrading or exploitative behaviour;
- ❉ Any type of sexual activity with Children. Mistaken belief in the age of a person is not a defence;
- ❉ Exchange money, employment, goods or services for sex regardless of whether or not this is illegal in the relevant country;

All Business Partners must encourage an environment that prevents Sexual Exploitation, Abuse and Harassment. Managers at all levels have responsibilities to support and develop systems which maintain this environment. All Business Partners must report any concerns regarding Sexual Exploitation, Abuse, and Harassment through established reporting mechanisms.

4.5. Environment, Health and Safety

4.5.1. Sustainability and the Environment

Business Partners will engage in environmentally sustainable development, promote conservation and sustainable use of natural resources, conservation of bio-diversity and heritage sites and disaster risk reduction planning, ensuring Compliance with environmental protection legislation in the countries where the Business Partner is registered and the countries where the Business Partner works.

4.5.2. Health and Safety

Business Partners will provide a safe working environment that protects the health and wellbeing of their employees. The Business Partner will comply with all work health and safety legislative requirements and, in doing so, focuses on actions to prevent harm and ensure reasonable care of all employees.

4.5.3. Anti-Narcotics and Drug-Free Workplaces

The Business Partner will maintain a drug-free workplaces and not tolerate the manufacture, sale, transportation, distribution, possession, or use of any drug or narcotic substance deemed to be illegal in the countries in which the Business Partner is registered or is performing work. The Business Partner will use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in drug trafficking.

4.5.4. Antipersonnel Mines

The Company does not do business with Business Partners who are engaged in the sale or manufacture of antipersonnel mines or components used in the manufacture of such mines. The Business Partner confirms that it is not involved in the sale or manufacture of these items.

4.6. International Governance

4.6.1. Political Activity

The Company respects and supports Business Partner's rights to engage in civil society in their personal capacity. Business Partners are free to engage in political activity in their country of citizenship providing that their involvement is not in conflict with their obligations to the Company or is during work hours and does not use Company resources. Business Partners who engage in political activity are prohibited from representing that the Company endorses or is in any way associated with their political activity of other political activities of any type.

4.6.2. Human Trafficking

The Company does not tolerate or condone the transportation, sale or otherwise Trafficking of human beings for profit or otherwise. Regardless of the jurisdiction in which the Business Partner is registered or doing business, these activities are prohibited.

Business Partners will prohibit transactions with, and the provision of resources and support to, individuals and organisations associated with human Trafficking. Further, Business Partners must not:

- ❏ Engage in any form of Trafficking in persons;
- ❏ Procure a Commercial Sex Act; or
- ❏ Use forced labour in the performance of any work.

4.6.3. Terrorism

The Company does not tolerate or condone the engagement, directly or indirectly, in terrorism or in the financing of or support to terrorists. Further, the Business Partner must use its best efforts to ensure that payments provided to or by the Business Partner do not provide direct or indirect support or resources to entities and individuals involved in terrorism. Transactions with, and the provision of resources and support to, individuals and organisations associated with terrorism are prohibited.

4.6.4. Sanctions

The Company expects Business Partners to abide by the sanctions put in place by the international community including but not limited to the United Nations, the European Union, the United States Office of Foreign Asset Control, the United Kingdom Foreign and Commonwealth Office, and the Australian Department of Foreign Affairs and Trade.

The Company expects Business Partners to abide by sanctions related, but not limited to:

- ❏ Counter Narcotics Trafficking;
- ❏ Counter Terrorism;
- ❏ Non-Proliferation;
- ❏ Rough Diamond Trade Controls; and
- ❏ Transnational Criminal Organisations.

Updated sanctions lists can be found here:

<http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>

<https://www.gov.uk/sanctions-embargoes-and-restrictions>

<http://hmt-sanctions.s3.amazonaws.com/sanctionsconlist.htm>

<http://www.un.org/sc/committees/consolidated.htm>

<http://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>

5. Duty to Comply

It is the responsibility of each Business Partner to comply fully with this Policy. Failure to comply may result in immediate termination of any business relationship or other appropriate action.

6. Reporting

Business Partners are required to report violations of this Policy to the Company or through the Company's Whistle-blower mechanism.

Annex E: Certifications: Terrorism, Anti-Kick Back, Debarment, FCPA – Mandatory for all Procurements

To be completed by prospective subcontractor.

1. Certification Regarding Debarment and Suspension

- (1) Subcontractor certifies to the best of its knowledge and belief that it and its “principals” (as defined below):
 - a. Are not presently debarred, suspended, proposed for disbarment, or declared ineligible for the award of contracts by any Federal agency;
 - b. Have not within a three-year period preceding this Subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. of this certification;
 - d. Have not, within a three-year period preceding this Subcontract, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied; and
 - e. Have not within a three-year period preceding this Subcontract had one or more contracts terminated for default by any Federal agency.
- (2) “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a division or business segment, and similar positions).
- (3) Subcontractor shall not enter into any lower-tier subcontract in excess of \$35,000 with a subcontractor that is debarred, suspended, or proposed for debarment by any U.S. executive agency, unless approved in advance by the Company.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: ...
Authorized Representative Name ...
(print)
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...

2. Certification Regarding Lobbying

By signing this contract, Subcontractor certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any US agency, a member of US Congress, an officer or employee of US Congress, or an employee of a member of US Congress on Subcontractor’s behalf in connection with the awarding of this Subcontract or awarding, making, entering into, extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of Subcontractor with respect to this Subcontract, Subcontractor shall complete and submit to the Company OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. Subcontractor need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

Business Name: ...

Authorized Representative Name ...
(print)

Authorized Representative Title ...
(print)

Authorized Representative
Signature

Date ...

3. Certification Regarding Terrorist Financing

By signing and submitting this application, the Subcontractor provides and is bound by the certification set out below:

1. Subcontractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3. The certification in the preceding sentence will not be deemed applicable to material support or resources provided by the Subcontractor pursuant to an authorization contained in one or more applicable licenses issued by the U.S. Treasury's Office of Foreign Assets Control (OFAC).

2. The following steps may enable Subcontractor to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, Subcontractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by the Company to Subcontractor.

b. Before providing any material support or resources to an individual or entity, Subcontractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, Subcontractor should refer to the consolidated list available online at the Committee's website: https://www.un.org/sc/suborg/en/sanctions/1267/qa_sanctions_list.

c. Before providing any material support or resources to an individual or entity Subcontractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. Subcontractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

i. "Training" means instruction or teaching designed to impart a specific skill, as opposed to general knowledge.

ii. "Expert advice or assistance" means advice or assistance derived from scientific, technical, or other specialized knowledge.

- b. "Terrorist act" means-
 - i. an act prohibited pursuant to one of the 19 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <https://www.un.org/sc/ctc/resources/international-legal-instruments/>); or
 - ii. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - iii. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless Subcontractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- e. Subcontractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by Subcontractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless Subcontractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

Any violation, notified or discovered, of this Certification prior to completion of the Subcontract work shall be grounds for voidance of the Subcontract in its entirety by the Company and no costs shall be recoverable by the Subcontractor. Any violation of this Certification, notified or discovered after any of the Work has been performed under this Subcontract, shall result in immediate termination of this Subcontract by the Company and no payments for any Work performed or goods delivered prior to such termination shall be made without express written approval of USAID.

Business Name: ...
 Authorized Representative Name ...
 (print)
 Authorized Representative Title ...
 (print)
 Authorized Representative
 Signature

 Date ...

4. Certification of Compliance with Laws and the U.S. Foreign Corrupt Practices Act

Subcontractor shall comply with all laws and regulations in the jurisdictions where it is performing under this Agreement. Contractor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. Contractor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may, if taken by a U.S. person, violate the FCPA.

Accordingly, Contractor hereby agrees that:

1. Contractor will not employ a person who is a governmental official or employee, including employees of government owned or government-controlled corporations, agencies or bodies.
2. Contractor will not, directly or indirectly, make any payment, offer or promise to make any payment

or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to the Contractor and its business in contravention of the FCPA or other applicable laws.

3. Contractor will immediately advise the Company in writing in the event that any person employed by or associated with Contractor becomes such government official, political party official or candidate.
4. Contractor shall maintain true and accurate records necessary to demonstrate compliance with the Agreement (including the requirements of this Certification) and shall provide to the Company evidence of such compliance upon simple request.
5. Contractor shall provide the Company and/or its representatives, with access to financial records and supporting documentation to demonstrate the existence of normal and anticipated payment patterns and financial arrangements as well as transparency in expenses and accounting records related to transactions arising out of this Application.
6. Contractor understands that if it fails to comply with any of the provisions of this Certification (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of any resulting Agreement and, upon any such failure, the Company shall have the right to terminate any Agreement with immediate effect upon written notice to Contractor, without penalty or liability of any nature whatsoever.

Business Name: ...
Authorized Representative Name ...
(print)
Authorized Representative Title ...
(print)
Authorized Representative
Signature

Date ...

5. Certification Regarding Trafficking in Persons Compliance Plan

If any portion of the Subcontract is (i) for supplies (other than commercially available off-the-shelf items as defined in FAR 52.222-50) acquired outside the U.S. or services to be performed outside the U.S., and (ii) has an estimated value that exceeds \$500,000, Subcontractor certifies as follows regarding that portion of the Subcontract:

- (a) Subcontractor has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at FAR 52.222-50, Combatting Trafficking in Persons, and to monitor, detect, and terminate any agent, lower-tier subcontract or lower-tier subcontractor employee engaging in any such prohibited activities; and
- (b) After having conducted due diligence, either –
 - (i) To the best of Subcontractor's knowledge and belief, neither it nor any of its proposed agents, lower-tier subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in FAR 52.222-50(b) have been found, Subcontractor or the proposed lower-tier subcontractor has taken the appropriate remedial and referral actions.

Business Name: ...
Authorized Representative Name ...
(print)
Authorized Representative Title ...
(print)
Authorized Representative

Signature

Date

...

Annex F: Reference Request Form

Palladium may contact references directly for information on bidder's past performance.

Reference Report Format

Contract Number:
Contractor (Name and Address):
Type of Contract: <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> Time & Materials / Labor Hour <input type="checkbox"/> Other (explain)
Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Description, location, and relevancy of work: Location: Description: Relevancy to Solicitation
Contract Value:
Status: <input type="checkbox"/> Active <input type="checkbox"/> Completed
Date of Award:
Contract Completion Date (including extensions):
Type and Extent of Subcontracting (if applicable):
Name, Address, Telephone Number, and E-mail Address of the Procuring Officer and/or the Technical Representative (and other references if applicable):

Contract Number:
Contractor (Name and Address):
Type of Contract: <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> Time & Materials / Labor Hour <input type="checkbox"/> Other (explain)
Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Description, location, and relevancy of work: Location: Description: Relevancy to Solicitation
Contract Value:
Status: <input type="checkbox"/> Active <input type="checkbox"/> Completed
Date of Award:
Contract Completion Date (including extensions):
Type and Extent of Subcontracting (if applicable):
Name, Address, Telephone Number, and E-mail Address of the Procuring Officer and/or the Technical Representative (and other references if applicable):

Contract Number:
Contractor (Name and Address):
Type of Contract: <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> Time & Materials / Labor Hour <input type="checkbox"/> Other (explain)
Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Description, location, and relevancy of work: Location: Description: Relevancy to Solicitation
Contract Value:
Status: <input type="checkbox"/> Active <input type="checkbox"/> Completed
Date of Award:
Contract Completion Date (including extensions):
Type and Extent of Subcontracting (if applicable):
Name, Address, Telephone Number, and E-mail Address of the Procuring Officer and/or the Technical Representative (and other references if applicable):

Contract Number:
Contractor (Name and Address):
Type of Contract: <input type="checkbox"/> Fixed Price <input type="checkbox"/> Cost Reimbursement <input type="checkbox"/> Hybrid <input type="checkbox"/> Time & Materials / Labor Hour <input type="checkbox"/> Other (explain)
Complexity of Work: <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
Description, location, and relevancy of work: Location: Description: Relevancy to Solicitation
Contract Value:
Status: <input type="checkbox"/> Active <input type="checkbox"/> Completed
Date of Award:
Contract Completion Date (including extensions):
Type and Extent of Subcontracting (if applicable):
Name, Address, Telephone Number, and E-mail Address of the Procuring Officer and/or the Technical Representative (and other references if applicable):

Annex G: Copy of the Contract – blank with all the conditions and flow downs

**BLANKET PURCHASE AGREEMENT (BPA)
UNDER USAID PRIME GRANT OR COOPERATIVE AGREEMENT (“Agreement”)**

COVER SHEET

Company Name (“Company” or “Buyer”)	Palladium International LLC
Company Country	United States of America
Address	1331 Pennsylvania Ave NW, Suite 600 Washington, D.C. 20004, United States
Company Technical Representative Name and Title	Click here to enter text.
Company Representative Email	Click here to enter text.
Company Contracting Representative Name and Title	Olga Wall, Chief of Compliance and Contract Administration
Company Representative Email	Olga.wall@thepalladiumgroup.com
Vendor Name (“Seller”)	Click here to enter text.
Vendor’s DUNS Number	Not applicable
Address	Click here to enter text.
Vendor’s Technical Representative Name and Title	Click here to enter text.
Vendor’s Representative Email	Click here to enter text.
Vendor’s Contracting Representative Name and Title	Click here to enter text.
Vendor’s Representative Email	Click here to enter text.
Project Name (“Project”)	Health Finance and Governance
Vendor Agreement (if applicable)	Click here to enter text.
Client (“Client”)	U.S. Agency for International Development
Prime Agreement date and parties (“Head Contract”)	
Prime Agreement Currency	USD
Effective Date of the Agreement (“Effective Date”)	Click here to enter a date.
End Date of the Agreement (“Term”)	Click here to enter a date.
Agreement Type:	Blanket Purchase Agreement
Agreement Ceiling:	Click here to enter text.
Country of Performance (“Recipient Country”)	United States
Jurisdiction (“Jurisdiction”)	District of Columbia, United States of America
Agreement Currency (“Agreement Currency”)	USD
Records Retention Period (“Records Retention Period”)	3 years following the end date of the Prime Agreement.
Payment by	Wire Transfer

This Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Agreement is hereby superseded by this Agreement.

Signed for the Buyer:	ILLUSTRATIVE ONLY	Signed for the Seller:	ILLUSTRATIVE ONLY
Name:	Click here to enter text.	Name:	Click here to enter text.

Title/Role:	Click here to enter text.	Title/Role:	Click here to enter text.
Date:	Click here to enter a date.	Date:	Click here to enter a date.

TERMS AND CONDITIONS

This Blanket Purchase Agreement (“Agreement”) is made between **Palladium International, LLC** (“**Palladium**” or “Company” or “Prime Implementer” or “Buyer”), a limited liability company incorporated under the laws of the State of Delaware, U.S.A., and Click here to enter text. (hereinafter called the “Seller”) a Click here to enter text., incorporated under the laws of Click here to enter text.

The Agreement is in full force as of the first day of the Effective Date between the Company and the Seller. The Company and the Seller are collectively referred to as “the Parties”.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree to the following terms and conditions of this Agreement:

1. GENERAL

1.1 Resultant Purchase Orders shall be subject only to the Terms and Conditions in this Blanket Purchase Agreement. Reference to any proposal or quotation from Seller is only for the purpose of specifying basic information concerning price, the description of the item(s), quantities, terms of payment, and delivery, and then only as such terms are consistent with the Terms and Conditions herein.

1.2 Any of the Seller’s Terms and Conditions which are in addition to or are inconsistent with these Terms and Conditions will be construed as proposals for this Order and will not be binding unless agreed to in writing by the Buyer. Commencement of performance by the Seller in the absence of the Buyer’s agreement to the proposals will constitute Seller’s acceptance of these Blanket Purchase Order Terms and Conditions.

2. AUTHORIZED BUYER REPRESENTATIVES

2.1 The following representatives of the Buyer are authorized to place orders under this Agreement:

BUYER REPRESENTATIVES	
CONTACT 1	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 2	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.
CONTACT 3	
Name:	Click here to enter text.
Title:	Click here to enter text.
Email:	Click here to enter text.
Phone:	Click here to enter text.

3. ORDERS

- 3.1 Orders will be placed against this Agreement in writing via electronic mail, fax or paper.
- 3.2 Unless otherwise agreed to, all deliveries under this Agreement must be accompanied by delivery tickets or sales slips that must contain the following information (as applicable) as a minimum:
- 3.2.1 Name of Seller;
 - 3.2.2 Agreement Number;
 - 3.2.3 Model Number or National Stock Number (NSN);
 - 3.2.4 Task/Delivery Order Number;
 - 3.2.5 Date of Purchase;
 - 3.2.6 Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information); and
 - 3.2.7 Date of Shipment.
- 3.3 The Terms and Conditions included in this Agreement apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this Agreement and the Seller's invoice, the provisions of this Agreement will take precedence.

4. SUPPLIES AND SERVICES

- 4.1 The services, products, goods or supplies that can be ordered under this Agreement are detailed in Annex A. All orders placed against this Agreement are subject to the terms and conditions of this Agreement.

5. PRICE

- 5.1 Seller shall furnish the supplies and services called for by the resultant Purchase Order at the price or prices stated in the Purchase Order; any increase in any stated price will only be reflected through a written amendment to the Purchase as Order authorized by Buyer.
- 5.2 The Buyer estimates, but does not guarantee, that the volume of purchases through this Agreement will not exceed the ceiling price listed on the Cover Sheet.
- 5.3 This Agreement does not obligate any funds.

6. DELIVERY

- 6.1 If Seller's deliveries fail to meet the schedule specified in the Purchase Order, with the result that Buyer requires and Seller makes express shipments, partial shipments, or both, then Seller agrees to assume all resulting excess shipping charges.

7. PACKAGING

- 7.1 All supplies are to be suitably prepared and packed for shipment so as to secure safe delivery, the lowest transportation rate, and to meet carrier's requirements unless otherwise called in a Purchase Order, where applicable. No charge will be allowed for packing, crating, or carriage unless stated in the Purchase Order. Each container must be marked to show Buyer's order number. A packaging sheet showing order number must be included in each package or with each truck load shipment.

8. SHIPPING

8.1 Unless otherwise stated in the Purchase Order, all shipments shall be FOB Destination. Seller will honor all Buyer routing instructions. Instructions may be indicated on the Order, on file with the Seller, or communicated verbally by the Buyer.

9. CHANGES

9.1 By written Change Order, Buyer may at any time unilaterally (i) suspend the work in whole or in part for a stated time period, and (ii) make changes in one or more of the following elements: method of shipment; place or time of delivery or quantities-to be furnished; however, any acceleration in the delivery date requires Seller's advance consent. If such suspension or change causes an increase or decrease in the cost of, or the time required for furnishing the work (whether supplies or services) upon mutual agreement, an equitable adjustment shall be made in the Purchase Order price, delivery schedule, or both.

9.2 The Buyer's engineering, technical, and other personnel may, on occasion, render assistance, exchange information, or give advice to Seller's personnel concerning the supplies or services furnished hereunder. Such assistance, however, exchange or advice shall not constitute either a change under this Section or a waiver of the Seller's existing obligations. In order to be valid and binding upon Buyer, any change, waiver, or amendment to this Purchase Order must be in writing and signed by an authorized representative of the Buyer's purchasing department.

10. TAXES

10.1 All prices shall include any applicable local, state, and or federal taxes.

11. INVOICES

11.1 Individual invoices must be issued for each shipment or service called for in the Purchase Order. Freight and other charges must be shown separately. Delay in receiving an invoice, invoicing for supplies shipped ahead of specified schedule, or invoices rendered with errors and omissions will be considered just cause for Buyer to withhold payment. Invoices, to be acceptable, must reference the Buyer's Purchase Order Number.

12. INSPECTION

12.1 All supplies and services ordered under a Purchase Order will be subject to final inspection and approval by Buyer after delivery, notwithstanding prior payment; it being expressly agreed that payment shall not constitute final acceptance. Buyer may reject and return (at Seller's expense) any item which contains defective material or workmanship or otherwise does not conform to this Order, applicable drawings, specifications, or samples.

13. WARRANTIES

13.1 Hardware. Seller warrants that all supplies furnished under this Order will:

13.1.1 be free from defects in materials and workmanship;

13.1.2 conform to the applicable specifications, drawings, samples, or other descriptions including marketing collateral;

13.1.3 be free from defects in design except to the degree such supplies are manufactured to Buyer's design; and

13.1.4 be free of defects in title.

13.2 Software. If the product is software and licensed to the Buyer or Buyer's customers, Seller warrants

13.2.1 that it is the copyright owner or licensee of the copyright owner of the Product and that it has the unqualified right to enter into this Agreement,

- 13.2.2 the Product is not in the public domain,
 - 13.2.3 the Product does not infringe any copyright, trade secret or other intellectual property right of a third party, and
 - 13.2.4 to the best of Licensor's knowledge and belief the Product does not infringe any patent right of a third party and that no adverse claims exist relating to any such infringement by the Product.
- 13.3 Seller represents and further warrants that the Product
- 13.3.1 performs the functions and operates in the manner described in End User documentation, and
 - 13.3.2 does not contain errors that prohibit its operation in conformance with the End User documentation.
- 13.4 These warranties shall remain in effect, as to each item furnished, services, and/or repaired hereunder for a period of time consistent with the warranty life normally offered by the Seller.
- 13.5 The benefits of this warranty shall accrue to Buyer's customers and assigns to the same extent they shall accrue to Buyer. Articles ordered to government specifications shall comply with such specifications as are current as of this Order unless otherwise particularly specified by the Buyer. Under circumstance of Breach of Warranty, Buyer shall be entitled to avail itself cumulatively of all remedies provided in law or in equity. Seller shall make timely responses to Buyer's notifications of Breach of Warranty and shall respond with the understanding (and Seller agrees) that time will be of the essence in all instances.

14. PATENTS AND COPYRIGHTS

- 14.1 Seller agrees to save Buyer, its Customers, and agents harmless from any loss, damage, or liability incurred on account of any alleged infringement of any patent or copyright with respect to all supplies furnished under this Order. Seller also agrees that it will, at its own expense, defend any action, suit, or claim in which infringement is alleged provided Seller is duly notified as to such suit. In case a delivered item, or any part thereof, is held to constitute an infringement and the use of the item or any part thereof, is enjoined, Seller shall, at its expense, either procure for Buyer the right to continue using the item, or any part thereof, or replace same with non-infringing item, or part thereof, or modify item so that it becomes non-infringing, or in the event of the impossibility of the foregoing options grant Buyer a credit for the purchase price and shipment cost of such item. Seller shall not be liable to Buyer if any patent infringement or claim thereof is based upon the use of the item in combination with other materials where such infringement or claim thereof would not have occurred from the normal use for which the item was designed.

15. ASSIGNMENTS

- 15.1 Seller may not assign either its rights or obligations under this Order without the prior written consent of Buyer.

16. TERMINATION

- 16.1 For Cause: Buyer reserves the right to terminate the Purchase Order, or any part thereof, and to cancel all or any part of the undelivered portion of the Purchase Order if Seller:
- 16.1.1 fails to deliver the supplies or perform the services by the time specified in the Order,
 - 16.1.2 fails to deliver supplies or perform services that meet the required specifications, or otherwise breaches any of the other terms of the Order, including the warranties, or
 - 16.1.3 fails to make progress in the work as to endanger performance.

- 16.1.4** Buyer shall also have the right to terminate the Order or any part thereof, and cancel all or any part of the undelivered portion in the event of the happening of any of the following: insolvency of Seller; filing of a voluntary petition in bankruptcy; filing of any involuntary petition to have Seller declared bankrupt provided it is not vacated within thirty days from the date of such filing; or the execution of Seller of any assignment for the benefit of creditors. Buyer shall have no obligations to Seller in respect of the canceled portion of the Order and Buyer's liability shall be limited to payment for the delivered portion of the Order at the rate specified on the face hereof (reflecting quantity prices as though this Purchase Order had done to full completion). These remedies shall be cumulative and additional to any other or further remedies provided in law or in equity.
- 16.2** For Convenience: Buyer may, for its convenience, terminate work under a Purchase Order in whole or in part at any time by giving notice to Seller in writing. Seller will thereupon immediately stop work on the Purchase Order or the terminated portion thereof and notify any suppliers to do likewise. Seller shall be entitled to:
- 16.2.1** reimbursement for its actual costs incurred up to and including the date of termination, such cost to be determined in accordance with recognized accounting principles. In no event shall Buyer's obligations, as a consequence of the termination, exceed the Purchase Order price of the items terminated. At its election, Buyer shall have the right to direct the disposition of any or all work in process, parts, and materials included in the Seller's reimbursed costs: Seller will comply with and be reimbursed for reasonable expenses incurred in affecting Buyer's direction. Prior to settlement of any termination claim, Seller hereby grants to Buyer (i) the right to physically inspect any and all inventory included in the claim, and (ii) the right of Buyer, or its designee, to audit the directly pertinent books, records and documents, relating to the costs claimed for reimbursement.
- 16.3** If after the Order has been totally or partially terminated by a "for cause" notice, and it is determined that Seller's failure is excused pursuant to Section 14 below then such notice shall be deemed to have been issued "for convenience" and the rights of the parties shall be governed by Section 13.2 above.

17. EXCUSABLE DELAYS

- 17.1** Except with respect to defaults by Subcontractors of the Seller, Seller shall not be liable for failures or delays that arise out of causes beyond its control and without its fault or negligence. If the failure or delay is caused by the default of a Subcontractor at any tier, and it arises out of causes beyond the control of both Seller and the Subcontractor, and without the fault or negligence of either of them, then Seller shall not be liable to Buyer unless the supplies or services to be furnished by the Subcontractor are obtained from other sources in sufficient time to permit Seller to meet the Purchase Order requirements. In either circumstance, as a precondition to being excused, Seller shall give immediate written notice to Buyer, setting forth the cause, when Seller has reason to believe that deliveries will not meet the schedule.
- 17.2** Buyer shall be excused for failures or delays due to causes beyond its control and without its fault or negligence.

18. DISPUTES

- 18.1** Government-related disputes. In the event Seller makes any claim involving any action or directive by, or on behalf of, the Government, or any question as to Seller's compliance with the Prime Agreement ("Government-related dispute"), Seller shall submit its claim to Buyer, as a pass-through claim for presentation to the Government. In the case of a Government-related Dispute, Buyer's liability to Seller shall be limited solely and exclusively to whatever monies are recovered in hand on behalf of Seller from the Government. If Seller

submits a Government-related dispute to Buyer, and Buyer chooses at its sole discretion to present a pass-through claim against the Government, the following provisions will apply.

- 18.2** Claim presentation. Buyer, upon the written request by Seller, shall present Seller's Government-related dispute to the Government as a pass-through claim for resolution under the "Disputes" provisions of the prime agreement and applicable law and regulation. Buyer agrees to present such claims for and on behalf of Seller and to pass Seller's Government-related dispute through to the Government in good faith, subject to Seller's providing sufficient justification, back-up and certification of said Government-related dispute.
- 18.3** Costs, fees, and expenses. Seller shall bear all reasonable and documented costs, fees, and expenses associated with, and incurred by Buyer, as part of Buyer's presentation of Seller's Government-related disputes to the Government, including attorney's and consultant's fees.
- 18.4** Exclusive remedy. The pass-through process described above shall be Seller's only remedy for Government-related disputes. Seller shall make no claims against the Buyer for Government-related disputes, and any such claims shall be dismissed.
- 18.5** Arbitration. All claims and disputes arising under, or relating to, this Agreement that are not Government-related disputes (e.g., are directly and exclusively between Buyer and Seller) are to be settled by binding arbitration to be held in the District of Columbia, USA. The arbitration shall be conducted on a confidential basis pursuant to the the-existing commercial arbitration rules of the American Arbitration Association (AAA). Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.
- 18.6** Mediation: as a condition precedent to filing a demand for arbitration or otherwise initiating litigation, the parties hereto agree that they shall first attempt to resolve their dispute by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. That being said, a party can file a demand for arbitration simultaneously with the request for mediation, but AAA shall hold the demand for arbitration in abeyance until the mediator declares an impasse.
- 18.7** Applicable law. The laws of the District of Columbia shall govern the construction and interpretation of the rights and duties of the parties under this agreement.
- 18.8** Duty to perform. Pending final decision on any dispute under this article, Buyer and Seller will proceed and continue with performance unabated. Until final resolution of any dispute hereunder, Seller shall diligently proceed with the performance of this Agreement as directed by Buyer.
- 18.9** Applicable Law. The laws of the District of Columbia shall govern the construction and interpretation of the rights and duties of the Parties under this Agreement.
- 18.10** Duty to Perform. Pending final decision on any dispute under this Article, Buyer and Seller will proceed with performance.

19. COMPLIANCE WITH APPLICABLE LAWS

- 19.1** Compliance with Applicable Law. Seller warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, orders and regulations of the United States, the applicable statutes, rules, orders and regulations of the nation in which work is performed, and all other applicable state laws. This shall include, but not be limited to, compliance with the Foreign Corrupt Practices Act found at 15 U.S.C § 78dd-1 *et seq.*

20. NOTIFICATION OF DEBARMENT/SUSPENSION STATUS

- 20.1** The Seller shall provide immediate notice to the Buyer in the event of being suspended, debarred or declared ineligible by any U.S. Government department or other U.S. Federal

agency, or upon receipt of a notice of proposed debarment from a U.S. Federal agency, during the performance of this Agreement.

21. NON-SUPPORT OF TERRORISM

21.1 By signing acceptance of these terms and conditions the Seller certifies that to the best of its knowledge, it or its employees did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

22. CONFIDENTIAL RELATIONSHIP

22.1 Both parties agree to treat as confidential all information supplied by the other party, and not in the public domain, in connection with this Order, including specifications, drawings, blueprints, and other technical data, or statements of work (collectively referred to as "documents"). Each party agrees to:

22.1.1 limit use of aforementioned documents or information to the performance of this Order, and

22.1.2 limit disclosure to those employees necessary for the performance of this Order, unless prior written consent has been granted by the disclosing party to permit other use of disclosure.

22.2 Each party shall, upon request or upon completion, promptly return all documents previously supplied and destroy any and all copies that were reproduced.

23. LIABILITY FOR INJURY

23.1 Seller shall indemnify and hold Buyer harmless against all loss and liability on accounts of claims of personal injury, death, and property damages resulting from any act or omission of Seller (including its agents, employees, and Subcontractor) in the course of performing this Order, including the supplies delivered or services performed hereunder. Seller shall maintain such Public, Liability, Property Damage, Employer's Liability, and Compensation insurance as will protect Seller and Buyer from the aforementioned risk and from claims under applicable Worker's Compensation statutes, where applicable and when required under a resultant Purchase Order.

24. ADVERTISING

24.1 Any advertising of this Order (including the supplies of services hereunder and pictures, descriptions, or samples thereof) is prohibited except by mutual agreement of the Buyer and Seller.

25. GOVERNING LAWS

25.1 This Agreement shall be construed in accordance with, and governed by the laws of District of Columbia, United States of America except that any provision of this Agreement that is incorporated in full text or by reference in this Agreement from any agency regulation or that is substantially based on any such agency regulation, shall be construed and interpreted according to the U.S. federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the federal government.

26. GOVERNMENT AGREEMENT

26.1 If a federal government agreement number appears on the face of this Agreement, then the Federal Government clauses as amended as of the date of the Agreement, and listed in Annex C to the Agreement shall apply and prevail insofar as they are inconsistent with any of the provisions set forth above.

27. PRECEDENCE

27.1 Any inconsistencies in this Agreement shall be resolved in accordance with the following (in descending order of precedence): (1) cover sheet of the Agreement (2) Funding Client Flow Down Clauses, if any (3) Annex A Price List of Supplies/Items with supplemental terms and conditions, if any (4) Terms and Conditions.

28. TIMELINESS

28.1 Time is of the essence in this Agreement. Seller's timely performance is a critical element of this Agreement.

28.2 Unless advance shipment has been authorized in writing by Buyer, Buyer may store, at Seller's expense, or return and collect the shipping charges, all Goods received in advance of the scheduled delivery date.

28.3 If Seller becomes aware of difficulty in providing the Goods and Services, Seller shall promptly notify Buyer, in writing, giving pertinent details. This notification shall not change any delivery schedule.

29. PAYMENT AND SET-OFF

29.1 At any time Buyer may deduct from any payment(s) all or part of any amount due Seller, whether in connection with this Agreement or any other agreement(s) between Buyer and Seller, that Buyer determines to be owed to it by the Seller.

29.2 The Agreement Price(s) is/are all-inclusive and shall not be subject to adjustment based on Seller's cost experience, or for any other reason (unless and only to the extent otherwise expressly provided in this Agreement). Unless otherwise expressly stated in any other provision of the Agreement (or as may be reasonably agreed on a case-by-case basis and effected by the parties in an amendment), all costs, fees, direct and indirect costs, wages, fringe and other benefits, social charges, allowances, differentials, inspections and tests, audits, insurances, taxes, and service, labor and other charges, as well as all effort and risks of whatever nature and amount relating to or resulting from performing the Agreement, whether by Seller itself or third parties, shall be deemed to be included in the Agreement Price(s).

ANNEX A: PRICE LIST OF SUPPLIES/SERVICES

Details of supplies and/or services that may be supplied under this Agreement:

Line-Item Number	Description	Unit of Measure	Unit Price (inclusive of Tax, if any) (USD)
A.1.			
A.2.			
A.3.			
A.4.			
A.5.			
A.6.			
A.7.			
A.8.			
A.9.			
A.10.			
A.12.			
A.13.			
A.14.			
A.15.			

ANNEX C: TERMS OF THE PRIME AGREEMENT

C.1 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

Seller certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

C.2 PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

a. Seller must not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

C.3 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

a. FLY AMERICA ACT RESTRICTIONS

(1) Seller must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by Contract pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the Seller selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, Seller must document such transportation in accordance with this provision and maintain such documentation for audit purposes. The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) Seller uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement

(<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

- a. Australia on an Australian airline,
- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

b. DEFINITIONS

(1) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(3) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

C.4 OCEAN SHIPMENT OF GOODS (JUNE 2012)

All ocean shipments must have prior approval of the Buyer and must comply with US Flag Carrier restrictions.

C.5 TRAFFICKING IN PERSONS (JULY 2015)

a. Seller and all lower tier subsellers or their employees, labor recruiters, brokers or other

agents, must not engage in:

- (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. For Subcontracts which exceed an estimated value of \$500,000, Contractor must submit to the Company, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. Contractor must provide a copy of the compliance plan to the Company upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.
- d. The Contractor's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:
 - (a) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
 - (b) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
 - (c) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employee, and ensures that wages meet applicable host country legal requirements or explains any variance.
 - (d) A housing plan, if the Contractor or any subcontractor intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
 - (e) Procedures for the Contractor to prevent any agents or subcontractors at any tier and at any dollar value from engaging in trafficking in persons activities described in section a. of this provision. Contractor must also have procedures to monitor, detect, and terminate any agents or subcontractor or subcontractor employees that have engaged in such activities.
- e. Contractor receives any credible information from any source that alleges that the Contractor, contractor, or agent has engaged in any of the prohibited activities identified in this provision, the Contractor must immediately notify the Company and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.
- f. The Company may direct the Contractor to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.
- g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Contractor or any subcontractor.

C.6 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

- a) 41 U.S.C. § 4712 states that an employee of the Seller may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

- b) Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:
 - i. Gross mismanagement of a Federal contract, grant or Cooperative Agreement;
 - ii. A gross waste of Federal funds;
 - iii. An abuse of authority relating to a Federal contract or grant;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
 - vi.
- c) To qualify under the statute, the employee's disclosure must be made to:
 - i. A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
 - ii. A cognizant U.S. Inspector General;
 - iii. The U.S. Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A U.S. court or grand jury; or,
 - vi. A management official or other employee of Seller who has the responsibility to investigate, discover, or address misconduct.
 - vii.
- d) Seller must notify their employees of their rights in regard to this clause.

C.7 PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNATIONAL CONFIDENTIALITY AGREEMENTS (APRIL 2015)

- (a) Definitions.

"Contract" has the meaning given in 2 CFR Part 200.

"Contractor" means an entity that receives a contract as defined in 2 CFR Part 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.
- (b) The Contractor must not require its employees and subcontractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General). The Contractor must notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- (c) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)
 - 1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that Contractor is not in compliance with the requirements of this provision.
 - 2) The Company and the Government may seek any available remedies in the event the Contractor fails to comply with the requirements of this provision.
- (e) The Contractor must include the substance of this provision, including this paragraph (e), in subcontracts under this award.

C.8 RESERVED.

C.9 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

- (a) USAID policy requires Seller not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits

provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Seller to target activities toward the assistance needs of certain populations as defined in the award.

(b) Seller must insert this provision, including this paragraph, in all subcontracts under this Agreement.

C.10 MANDATORY DISCLOSURES (JULY 2015)

Consistent with 2 CFR §200.113, Contractor must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the Company, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

Seller must include this mandatory disclosure requirement in all subcontracts under this award.

C.11 Reserved.

C.12 Protection of the Individual as A Research Subject (April 1998)

- a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.
- b. Seller organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the Contract must provide "assurance," as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the "multiple project assurance" (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to the Buyer as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed "at least equivalent" to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

C.13 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) (September 2014)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) (1) Except as provided in (b)(2), by accepting this Contract, Seller agrees that it is opposed to the practices of prostitution and sex trafficking.
- (b) (2) The following organizations are exempt from (b)(1):
 - (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (ii) U.S. non-governmental sellers/subsellers and
 - (iii) Non-U.S. sellers and subsellers if the contract or Contract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b) (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. sellers, and subsellers that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or Contract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or
 - (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a Seller, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a Seller's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).
- (c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).
- (d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Buyer prior to the end of its term.

C.14 Defense Base Act (DBA) Workers' Compensation Insurance for Procurement Contract (December 2014)

Workers' Compensation Insurance (Defense Base Act)

- (a) The Seller must--
 - (1) Before commencing performance on any work purchased under this Agreement, establish provisions to provide for the payment of disability compensation and medical benefits to covered

employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Seller qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Seller must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.

- (2) If USAID or the Seller has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for seller's employees who are not citizens of, residents of, or hired in the United States, the seller agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- (3) Within ten days of an employee's injury or death or from the date the Seller has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS- 208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

Seller must insert the substance of this clause including this paragraph in all subcontracts to which the Defense Base Act applies (all services subcontracts performed overseas).

ANNEX D: COMPANY POLICIES AND PROCEDURES

By signing this Agreement, Seller acknowledges that it has received and read the following policies of the Prime Contractor and agrees to comply fully with such policies in performing this Agreement.

- Business Partner Code of Conduct.
- Child Protection Guidelines.

All documents can be downloaded in full at: <http://www.thepalladiumgroup.com/policies>

Annex H: Response to question received (Updated February 8th 2024)

One question was received in response to this RFQ.

Question:

Dear Procurement Team,

I trust this message finds you well. We would like to express our interest in participating in your tender 217809-MOMENTUM-BEmONC- 01/2. However, we are currently encountering difficulties in transferring the product list information from the provided PDF format file.

To streamline our participation process and ensure accuracy, we kindly request your assistance in sharing the item list in an alternative format such as Excel, Word, or an editable PDF. This will enable us to efficiently compile the required information and submit our tender in a timely manner.

Thank you in advance.

Response:

Please see an Excel file version of the list of items on OneDrive accessible from this link for ease of access: [RFQ 217803-MOMENTUM-BEmONC- 01 24 Excel list of requirements.xlsx](#). Refer to the RFQ pdf for the official and final version of the list and for the full specifications and requirements.