



8th March, 2022.

To: Insurance Companies

CARE in South Sudan

SUBJECT: INVITATION TO TENDER FOR PROVISION OF MEDICAL INSURANCE SERVICES,
GROUP LIFE INSURANCE AND GROUP PERSONAL ACCIDENT AND FUND MANAGEMENT
COVER FOR CARE IN SOUTH SUDAN

Dear Sir/Madam

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by CARE in writing at least 3 days before the deadline for submission of tenders. CARE will reply to bidders' questions at least 2 days before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders on or before 21st March, 2022, June, as stated in the procurement notice.

Yours faithfully,

Tender Committee

CARE in South Sudan



Call for Tender for Provision of Medical Insurance Services, Group Life Insurance And Group Personal Accident, Fund Management, Cover For Care In South Sudan National Staff

Date of Publication: 8th March 2022

Submission Deadline: 22nd March 2022

Tender Opening: 4th April 2022

A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts CARE's General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to CARE Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to solicit competitive offers for the service of Medical Insurance, Group Life Insurance and Group Personal Accident Insurance.

The purpose of this Call for Tenders is to sign a one-year Framework Agreement.

The Call for Tenders aims at selecting reliable Service Provider.

Total quantities mentioned in this Call for Tenders are estimates of CARE's needs and can in no case be considered as a firm commitment from CARE.

Required services and technical descriptions are detailed in Appendix 1: Technical Requirements.

Lot #	Lot Name
1	Provision of Medical Insurance Services
2	Fund Management
3	Provision of hybrid Group Life and Group Personal Accident Cover

A detailed description of the services required by CARE International is contained in the technical specifications (see APPENDIX 1 – Technical specifications).

2. Call for Tenders Schedule

ACTIVITY	DUE DATE	TIME
Deadline for request for any clarifications from CARE in South Sudan	14th March 2022	4.30PM
Last date on which clarifications are issued by CARE in South Sudan	15th March 2022	4.30PM
Deadline for submission of tenders	22 nd March, 2022	4.30AM
Tender opening session by CARE	4 th April, 2022	10.00AM
Notification of award to the successful tenderer	25 th April 2022	4:00PM
Signature of the contract	13 th June 2022	4.00PM

3. Questions and Clarifications

If CARE, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

<u>Submission Address and Inquiry</u>	<p><u>All vendors must submit their Financial and Technical Proposals in separate SEALED ENVELOPED, well labeled with the name of the vendor and clearly indicate the Tender Activity Title and deliver and drop in a Tender Box located at Care Office located at NPA Building 3rd Floor Opp Unicef Office-Juba South Sudan .</u></p> <p><u>Upon Submission of the Tender Document, the vendor will sign a Bid/Tender submission Tracking Sheet at Care’s Front Desk/</u></p> <p><u>Procurement Manager AND Human Resource Manager</u></p> <p><u>Care Focal Contact person for inquiry: Yara.Moalla@care.org</u></p> <p style="text-align: right;"><u>Silvia.Kong@care.org</u></p>
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Any prospective tenderer seeking to arrange individual meetings with CARE during the tender period may be excluded from the tender procedure.

4. Clarification meeting / site visit

No clarification meeting / site visit planned.

5. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company that complies with the following rules:

1. Must be legally authorized individuals or companies to do the business in South Sudan.
2. Not involved in violation of human rights (Slavery, child labor, human trafficking)
3. Not restricted to conduct business by any local, national, and international legal bodies

6. Instructions to submit an Offer

6.1 – Response Format

The tender shall consist of Two original paper copies placed in separate sealed non-identifiable envelopes addressed to “Procurement Committee”.

The two envelopes shall be titled as follows

1. Provision of Medical Insurance Services
2. Provision of Group Life and Group Personal Accident Cover (Including Hybrid GPA and GL Cover, Plus Fund management arrangement)

The tenders shall be personal delivery to our tender box at **CARE offices in Juba, 3rd Floor NPA building, South Sudan**. The deadline for receiving the completed bid documents is **22 March 2022** no later than **4.30pm**.

NB: Late proposals will not be accepted and will be returned to the Proponent or discarded. Also, all proposals will be irrevocable after the Call for Tenders closing date

6.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum

1) “Supplier Questionnaire” duly completed. This questionnaire should be completed with all required information such as:

- a) Proof of Company Registration in South Sudan.
- b) A copy of the audited financial statements for last two years (balance sheet and income statement).
- c) The details of the names, address, and contact telephone of three (3) clients for whom the same type of services was provided in various and disperse geographic locations. CARE reserves the right to contact these references, without notifying the Tenderer.
- d) An organizational (human resources) chart and CVs of key personnel to be involved in implementation of the Contract.
- e) Valid Tax Certificate
- f) List of current hospitals/clinics and copies of running agreements/contracts that bidders have with the facilities.
- g) Full technical proposal
- h) The proposal should take into consideration and desired medical benefits outlined in the technical specifications.

- i) Company profile – clearly indicating the physical address of the business.
- 2) “Pricing Matrix” or detailed Price offer with explanatory notes, if necessary, note that only budgets in US Dollar will be accepted.
- 3) “Technical Offer” completed in detail with the services that the participant offers to answer to CARE needs.
- 4) A letter of the bidder’s bank to guarantee the bidder’s solvency (see Appendix 4)
- 5) CARE Terms and Conditions of Purchase (signed and approved by supplier) See Appendix 5

7. Call for Tender Process

CARE reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. CARE does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

8. Period of validity

Suppliers shall be bound by their tenders for a period of sixty (60) days minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the contract signed with the selected supplier will be valid for one (1) year after contract signature.

9. Currency of tenders

Tenders must be presented in USD, Stamp Duty included.

10. Language of offers and procedure

The offers, all correspondence and documents related to the tender exchanged by the bidder and CARE must be written in English.

11. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Juba Office by an Evaluation Committee made up of representatives of CARE.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality of the services offered and the price of the tender.

Tenders will be evaluated on the criteria listed below:

- Ability to meet the requirements of the Call for tenders
- Compliance with CARE terms and conditions
- Total price/cost submission
- Demonstrable ability to perform all functions related to the scope within the time specified
- Bidders' references
- Bidders' service offering
- Value added services etc.

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 24 hours from bid opening session. Any such request for

clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence CARE in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award). CARE will send the signed purchase documents in two original copies to the successful bidder.

Within one (1) working day following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within two (1) working day, CARE can consider after notification the award as null and void.

The unsuccessful tenderer will be informed in written shortly after the award.

15. Ownership of tenders

CARE retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

16. Contract

The contract that will be concluded between the successful tenderer and CARE is done according to CARE standard contract / CARE standard Framework Agreement

In this contract, the successful tenderer will be referred to as “the contractor”.

17. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by CARE.

If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where no qualitatively or financially worthwhile tender has been received or there has been no response at all;
2. The economic or technical parameters of the project have been fundamentally altered;

3. Exceptional circumstances or force majeure render normal performance of the project impossible;
4. All technically compliant tenders exceed the financial resources available;
5. There have been irregularities in the procedure, in particular where these have prevented fair competition.

B – TECHNICAL AND COMMERCIAL SPECIFICATIONS

18. Technical description of the Goods / Services

The subject of the call for tender is the provision by the service provider of Medical insurance, Group Life Insurance (hay bride) and Fund management Cover for national staff of CARE.

18.1 Quantity

CARE wishes to sign one year Framework Contracts to define prices and conditions for the provision of Medical insurance services, Group Life Insurance (Hay bride) and Fund management for CARE national staff.

Participants to the tender are therefore expected to clearly indicate detail of their offer

19. Delivery Locations

The services will be executed across our operational areas in the country and will include visitations to other medical providers in India and the wider East Africa countries including Egypt and Sudan.

20. Documents/Reports

The service provider to provide CARE with Quarterly Medical Insurance Utilization Report

CARE will provide all the details of the members and dependents to be covered to the service provider.

20.1 Documentation - Added value Services

- Regular Member Education programs geared towards ensuring staff members fully understand the scope of insurance cover, their obligations and entitlement.
- Planning and coordinating wellness programs that involve check-ups, chronic disease management and follow ups.
- Health bulletins to keep staff members abreast & informed on current trends and lifestyle diseases.
- Patient Visitations for staff and their dependents, when admitted in hospitals in South Sudan
- Periodic customer service surveys to evaluate the quality of offered services at various touch-points; & to measure key service turn-around times

21. Non conformity of delivery

Should the quality or the condition of the service not satisfy CARE requirements at the moment of the delivery inspection, CARE reserves the right to demand:

- The delivery of service which conforms to the contract. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within fifteen (15) calendar days from the discovery of the non- compliance.
- or the immediate reimbursement of the payment
- or the cancellation of the contract and of the corresponding price

22. Invoicing & Payment

22.1 Invoicing

Invoices will be issued by the service provider as per contract/agreement.

22.2 Payment

All payments will be exclusively made by cheque and bank wire transfer on behalf of the service provider.

The currency of payment is US Dollars.

Appendixes

Appendix 1: Technical Specifications

Appendix 2: Supplier Questionnaire

Appendix 3: Detailed Pricing Matrix

Appendix 4: Bank Certificate

Appendix 5: CARE Terms and Conditions of Purchase

Appendix 1: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

TECHNICAL SPECIFICATIONS

A) INPATIENT COVER

The proposal should take into consideration the medical benefits with the limits outlined below .

INPATIENT COVER LIMITS

FAMILY SIZE	OPTION 1	OPTION 2	OPTION 3
M	15,000	17,500	20,000
M+1	15,000	17,500	20,000
M+2	15,000	17,500	20,000
M+3	15,000	17,500	20,000
M+4	15,000	17,500	20,000
M+5	15,000	17,500	20,000

INPATIENT BENEFITS

INPATIENT BENEFITS	OVERAL COVER LIMITS		
	OPTION 1	OPTION 2	OPTION 3
Hospital accommodation - Bed limit			
Service Provider panel access in South Sudan, Kenya, Uganda, Rwanda, Ethiopia, Egypt, Sudan, India			
Pre-existing, chronic conditions and HIV/AIDS related illnesses excluding congenital conditions			
COVID 19			
Maternity cover for child delivery, pregnancy related complications, and caesarean operation including Ectopic pregnancy applicable			
1st Emergency Caesarean Section Operation including Ectopic pregnancy			
Last Expense or funeral cover for principal members/dependents. (Payable within 48Hrs)			
Psychiatry / Psychotherapy treatment			
Accident caused dental and optical expenses			
Non-accident ophthalmologic surgery			
Non-accident maxillofacial surgery subject to written pre-authorization			
Non-accident dental surgery excluding routine dental procedures subject to written pre-authorization			
Post Hospitalization Benefit for accident and surgical admissions within thirty days after Discharge			

Professional fee for specialist doctors (Physicians, Surgeons, and anesthetists).			
Theatre charges - surgical, ICU / HDU charges.			
In-patient prescribed physiotherapy, chemotherapy and radiotherapy.			
In-patient prescribed drugs/medicines and dressings (including prescription on discharge).			
Internal & external surgical implants, appliances, joint replacements and prostheses.			
External aids on prescription(Wheel chair, corsets/walking frames, crutches			
Inpatient diagnostic tests for therapeutic purposes (X-rays, pathology, ECGs, MRI scans)			
Gynecological surgery.			
Day care surgery for minor surgical treatment that may not necessarily require admission, subject to pre-authorization.			
Major organ transplant excluding the cost of securing an organ donor.			
Neo natal/ Congenital conditions/Neonatal Care			
Overseas Referral Treatment where treatment is not available locally subject to pre- authorization.			
Oncology/Cancer treatment covered to full cover limit at first diagnosis but subsequently as a sub-limit to the overall cover			
Acute Renal Dialysis during hospitalization covered to full cover limit for first diagnosis but subsequent treatments subject to sub-limits as shown (Chronic maintenance dialysis excluded)			
Road Ambulance evacuation leading to hospitalization			
Basic accommodation cost for one resident mother or guardian during admission of children under 10 years of age.			
Compassionate travel and accommodation for accompanying persons following medical evacuations			
Air tickets on commercial, Economy class, WFP and UNHAS flights for urgent referrals for treatment not available in South Sudan			
Excess of Loss Benefit – Medical Buffer upon exhausting In-Patient Cover while undergoing treatment.			

B) OUTPATIENT COVER

OUTPATIENT COVER LIMITS

FAMILY SIZE	OPTION 1	OPTION 2	OPTION 3
M	1,250	1,500	2,000
M+1	1,350	1,600	2,100
M+2	1,450	1,700	2,200
M+3	1,550	1,800	2,300

M+4	1,650	1,900	2,400
M+5	1,750	2,000	2,500

OUTPATIENT BENEFITS

OUTPATIENT BENEFITS	OVERAL COVER LIMITS		
	OPTION 1	OPTION 2	OPTION 3
Outpatient Consultation as per negotiated rates			
Prescription drugs.			
Prescribed routine laboratory tests			
Radiology (X-ray and Ultrasound) - CT Scan and MRI			
Pre-existing, chronic conditions including HIV/AIDS and related opportunistic conditions.			
Maternity cover– ANC & PNC			
Psychiatry and psychotherapy			
Outpatient Oncology/Cancer treatment			
Dental cover (Stand Alone)			
Optical cover (Stand Alone)			
Congenital and genetic conditions defects			
Vaccinations- Baby Friendly Immunizations (KEPI) - Indicate Age Limit			
Hepatitis B Vaccine Principal Member/Spouse			
Prescribed Physiotherapy			
Treatment for COVID-19			
General health Check ups			

***Note: Fill in the details in the exact format provided using Excel and submit both in hard copy and soft copy sent to the following email address SSD.procurement@care.org

C) MEDICAL CARE FUND ADMINISTRATION SERVICES

In a separate paper, state the proposed fund administration fees.

The scope for the cover is as indicated below:

- 5 years' salary

Scope of Services

SERVICE DESCRIPTION	LIMITS
---------------------	--------

Death (5 year earnings)	
Permanent Total Disability	
Permanent Partial Disability	
Temporary Total Disability	
Temporary Partial Disability	
Medical Expenses	
Last Expense	
Passive War extension	

***Note: Fill in the details in the exact format provided using Excel and submit both in hard copy and soft copy sent to the following email address ssd.procurement@care.org

E) GROUP LIFE COVER

The scope for the cover is as indicated below:

- 3 years' salary

Scope of Services

SERVICE DESCRIPTION	LIMITS
Death (3 year earnings)	
Permanent Total Disability	
Critical Illness	
Last Expense	

***Note: Fill in the details in the exact format provided using Excel and submit both in hard copy and soft copy sent to the following email address ssd.procurement@care.org

F) HYBRID GROUP PERSONAL ACCIDENT AND GROUP LIFE COVER

The scope for the cover is as indicated below:

- 5 years' salary

SERVICE DESCRIPTION	LIMITS
Death (5 year earnings)	
Permanent Total Disability	
Permanent Partial Disability	
Temporary Total Disability	
Temporary Partial Disability	

Medical Expenses	
Critical Illness	
Last Expense	
Passive War extension	

***Note: Fill in the details in the exact format provided using Excel and submit both in hard copy and soft copy sent to the following email address ssd.procurement@care.org

Appendix 2: Supplier Questionnaire



VENDOR QUESTIONNAIRE (Confidential)

Note: CARE Standard Payment Terms are 30 days from receipt of goods or service and a CARE approved invoice.

I. REQUIRED INFORMATION (Please Print Clearly)

CARE Contact Name:			
Company/Individual Name:			
Owner Name (if different from above):		Nationality of Owner:	
Contact Person:			
Full Address (Street/City, etc):			
Phone No:		Fax No:	
E-mail:		Website:	

II. CUSTOMER REFERENCES

Provide 3 current customer references, listing customer, phone number, contact person, contact's e-mail and a description of the product or service provided to the customer. (If you need additional space please use a separate page.)

1	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			
2	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			
3	Name of Organization/Business			
	Name of Contact Person		Title	
	E-mail:		Phone:	
	Type of product / service provided to client			

III. Indicate below the products or services sold or provided by you

[a]	[b]
[c]	[d]

[e]	[f]
[g]	[h]

IV. Registration of Business

1. Is your firm registered as a business entity with the government?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
2. If YES, please provide your business registration number		
3. If applicable, please provide Sales Tax Registration Number		
4. Please provide Tax ID number		
5. Indicate how long have you been in this type of business		
6. Have you ever done business with other aid agencies? If so, provide names of agencies immediately below:	YES <input type="checkbox"/>	NO <input type="checkbox"/>
7. Are you related to any person currently employed with CARE?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
8. If YES, please provide name and position		
9. Provide here, any additional information regarding your business		
NOTE: Government regulations may require CARE to deduct taxes on any transaction prior to effecting payment to the vendor.		

V. Certification

<p>I certify that the foregoing is true and complete to the best of my knowledge and belief and that no material changes have occurred to the business which would affect any of the above representations.</p> <p>CERTIFICATION REGARDING TERRORISM: Seller hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, or has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.</p> <p>Misrepresentation above may result in cancellation and severing all ties with the agency/person and will be deleted from CARE's database of clients. I have read the above statement and certify under oath that the information contained herein is true and accurate to the best of my knowledge and belief.</p>		
Name of Person Completing Form (Please print clearly)		
Title:	Signature:	Date:

FOR PROCUREMENT USE ONLY

- Anti-Terrorism Check Completed
- Customer References Verified

Appendix 3: DETAILED PRICING MATRIX

PREMIUMS RATES

A) MEDICAL INSURANCE

FAMILY SIZE	NO. OF FAMILIES	PREMIUMS PER FAMILY	TOTAL
M			
M+1			
M+2			
M+3			
M+4			
M+5			
Basic premium			
Government tax and Levies			
Fund Management deposit			
Total Premium Payable			

B) GROUP ACCIDENT COVER

Number of Staff	
Annual Salary	
Sum Assured (5 years' Salary)	
Basic Premium	
Government Taxes and Levies	
Total Annual Premium	

C) GROUP LIFE COVER

Number of Staff	
Annual Salary	
Sum Assured (3 years' Salary)	
Basic Premium	
Government Taxes and Levies	
Total Annual Premium	

D) HYBRID GROUP PERSONAL ACCIDENT AND GROUP LIFE COVER

Number of Staff	
Annual Salary	
Sum Assured (5 years' Salary GPA, GL)	
Basic Premium	
Government Taxes and Levies	
Total Annual Premium	

Appendix 4: BANK CERTIFICATE

Document to be copied by the BANK on its own Letterhead paper

I undersigned(name).....

Acting in my quality of(position in bank).....

On behalf of Bank(bank Name).....

Having its registered address(bank address).....

And fully authorized to represent it,

Hereby certify that(Company name).....

Having its registered office in(Company address).....

And legally represented by(Company rep).....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

Appendix 5: CARE TERMS AND CONDITIONS OF PURCHASE

SCHEDULE A - PURCHASE ORDER TERM SHEET
(Fill in as appropriate; if inapplicable, please insert "N/A")

Vendor Name/Address ("Vendor")	CARE Destination ("Destination"): Address: Phone: Contact Name:
Describe Goods or Services: (include <u>Schedule B</u> as needed)	Delivery Date and/or Start/End Dates:
Quantity:	Purchase Order (P.O.) Number: CARE Master Contract No:
Any Quality specifications:	Payment Terms: 30 days after CARE receipt of invoice [usually]
Total Cost: Unit Cost:	Method of Payment (Cash, Wire, Check, etc.):
Penalty for Late Delivery (if any):	Discounts (if any):
Taxes or other fees:	Shipping/Risk of Loss if not DDU:
Assigned Employees. If names of Vendor's employees are filled in below, then Vendor agrees that these employees shall perform the duties under this Order, unless CARE shall otherwise agree:	Expenses if reimbursable: [describe] No reimbursable expense in excess of _____ [Amount] (currency____) shall be incurred without CARE's prior written approval.

CHECKLIST OF ADDITIONAL REMINDERS:

√	Action
	Release. Vendor should sign a release if travel or other personal risks may be encountered. If so, <u>Schedule E</u> , attached hereto, is incorporated by reference.
	Attach Donor Regulations: Ensure the Vendor is advised of any special donor requirements, preferably in writing. If USG funding, attach the USG regulations in <u>Schedule F</u> .

PURCHASE ORDER TERMS

- 1) **ORDER.** This Purchase Order ("Order") is an offer of Cooperative for Assistance and Relief Everywhere, Inc. ("CARE") to purchase the Goods/Services described herein from Vendor. "Goods" means items purchased by this Order, including Service deliverables. "Services" means performance and work by the Vendor. "Vendor" means the seller or Service provider named in Schedule A. CARE's placement of this Order with Vendor is expressly conditioned on Vendor's acceptance of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless CARE agrees in writing, and no such additional or different terms are part of a contract between CARE and Vendor even if CARE accepts performance under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as CARE shall notify Vendor in writing. **The Order Number or CARE Master Contract Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.**
- 2) **PRICE.** The prices stated in this Order are complete; Vendor shall add no additional charges. Vendor warrants that the prices charged hereunder are competitive with prevailing market rates and do not exceed prices charged other customers for a similar quantity and quality of Goods/Services. Discount or penalties specified above, if any, shall be calculated from the later of the date of the complete and final delivery of the Goods/Services, or the date correct final invoices are received in CARE's Accounting Department. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor's invoice as separate items, and shall bear such costs as part of total Price charged. If Vendor travel reimbursement(s) shall be made under this Order, then Vendor shall follow CARE's travel policies and be subject to CARE per diem rates. Invoices in duplicate are required. CARE will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made no later than thirty (30) days after the later of: CARE acceptance of the Goods/Services or CARE receipt of the relevant invoice for proper performance. Any adjustments in Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order may, at CARE's option, be made by CARE before payment, but failure to do so shall not deprive CARE of the right to do so later. CARE may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods/Services conform to this Order and all necessary documentation has been properly received.
- 3) **QUALITY.** Vendor warrants the Goods/Services are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CARE accepts the Goods/Services, (b) all materials created for CARE [other than materials preexisting this Order and prepared for other customers] shall be original work, shall be deemed work for hire and shall not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods/Services in CARE and provide CARE any documentation CARE requests relating to its ownership of the work. If no quality is specified in this Order, the Goods/Services delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.
- 4) **CONDUCT.** Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of Vendor employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts. Vendor shall inform CARE in writing of any violations relating to its obligations hereunder. Vendor certifies that it has not knowingly provided and will not knowingly provide, in violation of applicable laws, material support or resources to any individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism. Vendor shall comply with industry best practices to avoid exploitation of child labor and shall not discriminate on the basis of race, ethnicity, religion, national origin, gender, age, sexual orientation, marital status, citizenship status, disability, or military status. In the event Vendor's work under this Order involves interaction with CARE's program participants, Vendor acknowledges it has reviewed and agrees to comply with the CARE International Safeguarding Policy: Protection from Sexual Harassment, Exploitation and Abuse, and Child Protection, which can be found at www.care.org/accountability-and-transparency ("PSHEA Policy"). During the term hereof and for three years afterwards, except to perform the terms of this Order, Vendor shall not disclose information regarding CARE to any third-party or make use of such information for its own purposes without CARE's prior written consent. The Vendor shall not use the CARE name or trademarks in publicity or publicly disclose information relating to the Order without CARE's prior written consent.
- 5) **SHIPPING; PACKING; DELIVERY.** Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid D.D.U Destination, and CARE will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods/Services before receipt by CARE at Destination. Each package of Goods will contain documentation showing shipper's name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export notices, or similar documentation shall be sent at time of shipment to CARE at the address stated in this Order as well as to the Destination, if different. Time is of the essence and delivery of Goods/Services shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to CARE, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries/performance may not be accepted; contact CARE in advance if a partial delivery/performance is requested.
- 6) **INSPECTION AND ACCEPTANCE.** All Goods/Services shall be subject to CARE inspection and, if applicable, test at any time and place, including at place of manufacture. Vendor will make available to CARE copies of applicable drawings, specifications, and processes and shall promptly provide CARE any resulting inspection certificates. Further, all Goods/Services are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. CARE may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.
- 7) **DEFECTIVE WORK.** If any Goods/Services are defective in material or workmanship or otherwise do not conform to this Order, CARE may: (a) require Vendor to repair or replace at Vendor's cost any such nonconforming Goods/Services; (b) require Vendor to refund the price of any such Goods/Services; or (c) elect to retain and correct any such Goods/Services with an appropriate price reduction to offset CARE's costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods/Services defective as a result of fraud, recklessness or latent defects.
- 8) **CANCELLATION AND DEFAULT.** In addition to any other remedies available, CARE may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods/Services as specified herein; (b) in CARE's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from CARE; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid for Goods/Services conforming to this Order, and b) title shall vest in CARE for all such Goods/Services for which CARE has paid.
- 9) **CHANGES.** Changes or amendments to this Order may only be made by CARE by its written authorization. CARE may make changes in the method of shipping or packing and place of delivery by written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods/Services. If any such change by CARE affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of CARE's communication of the change.

10) **INDEMNIFICATION.** Vendor will indemnify and hold harmless CARE and its related CARE entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE be liable for Vendor's lost profits or consequential or incidental damages. Any Vendor action against CARE arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived.

11) **COMPLIANCE WITH LAW AND DISPUTES.** This Order is governed exclusively by the laws of the State of Georgia, USA, without regard to its choice of law rules. Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration. The parties shall select a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be Atlanta, Georgia. To the extent permitted by law, the arbitrator's decision shall be final and binding and may be entered in any court having competent jurisdiction. Vendor shall keep complete and accurate records that provide a basis for its invoices hereunder. During the term hereof and for three (3) years thereafter, CARE, Donor, if applicable, or their agents, may inspect and make extracts from such records, provided that CARE/Donor gives the Vendor at least seven (7) days prior written notice.

12) **ENTIRE AGREEMENT.** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. Each attachment is incorporated by reference herein and forms a part of this Order. Vendor shall not assign its obligations hereunder, without the prior written consent of CARE. If any provision of this Order is invalid, illegal, or unenforceable to any extent, the remainder of this Order shall not be affected and shall be enforceable to the fullest extent permitted by law. The parties are independent contractors. This Order creates no employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other. Certain obligations hereunder by their content shall survive the completion or termination of this Order, including those in Paragraphs 3, 4, 8 through and including 13.

13) **OPTIONAL SCHEDULES:** Initials entered by the representatives below shall mean that the Optional Schedule **is included** in this Order.

<p>_____ CARE Initials</p> <p>_____ Vendor Initials</p>	<p>a. Travel Release. In the event Vendor and/or his/her/its employees or other personnel travel overseas, Vendor must arrange for each traveler to execute and return to CARE the International Travel Release, attached as Schedule E, prior to such travel. In the event overseas travel will not occur in connection with the work, Schedule E shall not be included with this Agreement.</p>
<p>_____ CARE Initials</p> <p>_____ Vendor Initials</p>	<p>b. U.S. Government Provisions. In the event this Agreement is entered into in connection with an Agreement between CARE and a U.S. Government Agency, such as the U.S. Agency for International Development (USAID), (each a "US Agency"), Schedule F, attached hereto, is incorporated by reference herein. In the event the work is not performed in connection with a U.S. Agency agreement, Schedule F shall not be included in this Agreement.</p>

14) **ATTACHMENTS.** The following are attached hereto and incorporated herein by reference:

Schedule A	Term Sheet
Schedule B	Description of Goods or Services (if needed)
	Schedules C and D are not included in Purchase Orders
Schedule E	International Travel Release (if initialed above)
Schedule F	United States Government Provisions (if initialed above)

THE AUTHORIZED SIGNATORY OF EACH PARTY BELOW ACKNOWLEDGES HE/SHE HAS READ THIS ORDER, FULLY UNDERSTANDS IT, AND HEREBY AGREES TO ITS TERMS, EFFECTIVE AS OF THE DATE THE LAST PARTY SIGNS THIS ORDER.

[Insert Vendor's full name]

COOPERATIVE FOR ASSISTANCE AND RELIEF EVERYWHERE, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Title: _____
 Date: _____