



Save the Children.

**PROJECT TO IMPROVE THE FIGHT AGAINST
TUBERCULOSIS AND STRENGTHEN THE HEALTH
SYSTEM OF NIGER (NFM TB & RSS)**

(NER-T-CWS/Global Fund funding)

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF REHABILITATION/CONSTRUCTION
WORKS**

Request for offer file

April 2018

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF REHABILITATION/CONSTRUCTION
WORKS**

Request for offer file

SECTION N°1 :

Notice of Request for offer

April 2018

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NOTICE INTERNATIONAL REQUEST FOR OFFERS

Save The Children International (SCI) is the world's first independent children's organization. Its vision is a world in which every child has the right to survive, the right to protection, development and participation. Its mission is to achieve critical progress in the way the world treats children and make immediate and lasting changes in their lives. SCI works in Niger with State departments, NGOs and national institutions, local structures and the communities in the 8 regions.

SCI Niger has been selected as the main recipient of the Global Fund to Fight AIDS, Tuberculosis and Malaria in the framework for the project to improve the fight against tuberculosis and strengthen the Niger Health system (TB & RSS Niger) for the period January 2016 to December 2018.

In the context of this project, SCI Niger seeks to recruit **one (1) or two (2) consulting firms/companies** for architectural and technical studies and for the monitoring/control of works of rehabilitation/construction of infrastructure health in the eight (8) regions of Niger:

- The first consulting firm (Lot 1) will work on infrastructure in connection MDR-TB (MDR) and will have to justify an expertise and experience necessary for the design and monitoring/control of MDR infrastructures.
- The second firm (Lot 2) will work on other infrastructures and will have to justify an expertise and experience necessary for the design and monitoring/control of building works.

The firms will be chosen by the lower cost method in accordance with the procedures described in the request for offers.

Any candidate interested in this notice may acquire a free full set of the record of Request for offers from the Logistics Department of SCI Niger located in Niamey, Quartier Plateau, Rue des Lacs PL54 from Thursday, April 12, 2018 or by mail sent to Niger.Appeloffres@savethechildren.org from Monday to Friday during working days (8:00am to 5:00pm (UTC+1)).

The offers must be submitted under sealed envelopes at the National office of Save the Children International Niger in Niamey, Plateau District, Rue des Lacs PL54 no later than May 3th, 2018 at 12:00 (UTC+1), or at the following email address: NigerGFprocurement.bid@savethechildren.org.

Information may be obtained during working days from 8:00 am to 5:00 pm at the following email address: Niger.Appeloffres@savethechildren.org.



Paul WM Armour, Country Director



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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
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WORKS**

Request for offer file

SECTION N°2 :

**Terms of reference Lot 1: Infrastructure TB/MDR and Lab/TB
CDTs**

I. Background and rationale for the mission

Save The Children International (SCI) is the world's first independent children's organization. Its vision is a world in which every child has the right to survive, the right to protection, development and participation. Its mission is to achieve critical progress in the way the world treats children and make immediate and lasting changes in their lives. SCI works in Niger with state departments, NGOs and national institutions, local structures and communities in the Eight (8) Regions.

SCI Niger has been selected as the main recipient of the Global Fund to Fight AIDS, Tuberculosis and Malaria as part of the project to improve the fight against tuberculosis and strengthen the Niger Health system (TB & RSS For Niger) for the period January 2016 to December 2018

It is expected that part of the subsidy will be used for rehabilitation work on health infrastructure for the management of multi-drug-resistant tuberculosis (MDR) and CDT Laboratories in the eight (8) regions of Niger.

Due to the specificity of the work SCI Niger intends to use the services of a firm/office with a strong expertise and experience in the design and monitoring of rehabilitation work or construction of MDR infrastructures. This firm will be responsible for the architectural and technical studies and the monitoring/control of the work.

This document provides the terms and conditions for the recruitment and service provision of the firm.

II. Mission of the consulting firm/firm

1. Mission objectives

The objective of the mission is the realization of architectural studies and techniques in accordance with infection control standards and follow-up/control of the following works:

- The rehabilitation of National Tuberculosis Centre (CNAT) in Niamey;
- The rehabilitation of the MDR Pavilion of Maradi Regional Hospital Centre;
- The rehabilitation of the MDR Pavilion of Tahoua Regional Hospital Centre;
- The rehabilitation of the Physio pneumology Pavilion at the National Hospital in Niamey.
- The rehabilitation of 6 Laboratories for diagnostic and treatment center;
- The rehabilitation of the National Guard Infirmary of Niger.
- The rehabilitation of the Molecular Biology Reference Laboratory at the National Hospital in Niamey;
- The construction of 12 separation ward for infectious patients in 12 prisons in Niger

2. The Architectural program

Designation	Architectural program
Rehabilitation of the National anti-tuberculosis Centre (CNAT) in Niamey	<ul style="list-style-type: none">• The rehabilitation of the existing building with the implementation of environmental measures for the control of infection.• Development of a 30 m² audio-visual room• Development of a meeting room with bathrooms of 30 m²

	<ul style="list-style-type: none"> • Development of an archive room of 30 m² • Development of two doctor offices of 16 m² each with bathrooms. • Development of a student room of 20 m² • Toilet facilities for the staff of 6 m²
Rehabilitation of the MDR Pavilion in the Maradi CHR	<ul style="list-style-type: none"> • The Rehabilitation of the existing building with the implementation of environmental measures for infection control; • Development of 3 rooms (approx. 20 m² each) with two bathrooms (male and female) for sensitive tuberculosis • Development of 2 rooms (approx. 20 m² each) with two bathrooms (male and female) for resistant tuberculosis • Rehabilitation of existing shelter; • Development of a patient shelter (about 20 m²)
The rehabilitation of the MDR pavilion at the Tahoua CHR	<ul style="list-style-type: none"> • The Rehabilitation of the existing building with the implementation of environmental measures for the infection control; • Development of 3 rooms (approx. 20 m² each) with two bathrooms (male and female) for sensitive tuberculosis • Development of 2 rooms (approx. 20 m² each) with two bathrooms (male and female) for resistant tuberculosis • Installation of a block of external toilets with 4 cabins for existing block.
Rehabilitation of the Physio pneumology Pavilion at the National Hospital in Niamey	<ul style="list-style-type: none"> • The Rehabilitation of the existing building with the implementation of environmental measures for the infection control; • Development of 2 common rooms (Male and female) with 4 beds each with bathroom in pulmonary dept.; • Development of an accompanying shelter for men; • Installation of 5 hospital rooms for multi-resistant category with 2 beds and bathroom each; • Development of 5 Offices With bathroom each; • Rehabilitation of sanitary facilities.
Rehabilitation of Six (6) Laboratories of centers of Diagnostic and Treatment Cdt).	Rehabilitation or extension of a room to Laboratory of Diagnostic Center and Tuberculosis (analysis BK) to six (6) Integrated Health Centre (CSI).
Rehabilitation of the infirmary of the National guard of Niger	Development of a CDT laboratory in the infirmary of the National guard of Niamey.

The rehabilitation of the Molecular Biology Reference Laboratory at the National Hospital in Niamey	<ul style="list-style-type: none"> • Development of 3 technical rooms of 25 m² each upstairs; • Development of a covered waiting hall on the floor; • Development of 2 bathrooms male and female upstairs; • Development of an upstairs documentation room; • Development of a 16 m² Data Manager office upstairs;
The construction of 12 cells of separation of infectious patients in 12 prisons in Niger	Development of a room for the isolation of infectious patients with outdoor and sanitary device in 12 Niger prisons (see annex)

NB: The areas of the rooms can be reviewed according to the spaces and the budget availability.

3. The expected results

The main expected results of the mission are:

- Preparation of architectural documentation relating to civil engineering works, including architectural plans;
- Elaboration of the execution plans of the works including geotechnical studies;
- Preparation of the business consultation file
- preparation of the quantitative and estimated confidential estimates of the work;
- Assistance to SCI Niger at the time of the analysis of the offers and the selection of companies;
- Monitoring/monitoring reports and supervision of construction/rehabilitation operations are produced;
- SCI Niger is assisted during the operations of the works,

4. The Project data:

Architectural and technical studies will be based on the following documents:

- Report on the Assessment of Environmental Measures for Infection Control in five TB-MR units in Niger (Pascal Carré, May 2017);
- The above architectural programs;
- Post-visits surveys to be undertaken by the firm on the concerned sites;
- The guidelines and recommendations to be expressed by SCI Niger and the beneficiaries during the studies.

5. The description of the phases of the mission

The firm's mission will be divided into four (4) phases:

Phase1: Pre-Project Studies

- Collection and analysis of all the information necessary for its work (working documents, studies and existing reports);
- Visit of sites and coastal survey;

- soil recognition;
- Preparation of a draft summary presenting at appropriate scales the solutions retained for the organization of space and a summary estimate of the related costs;
- Detailed presentation (detailed draft) of the options selected;
- Detailed estimates (rehabilitation/construction);
- Preparation of a report covering all the work done at this stage.

Phase 2: Project Study

- Review of prior documents - Project based on the comments of SCI Niger and/or beneficiaries;
- Preparation of execution plans, detailed specifications and descriptive quotes;
- Preparation of detailed quantitative estimates for construction/rehabilitation Works;
- Preparing confidential estimates;
- Production of technical elements of the bidding documents (BOQ) for rehabilitation/construction work, including quantitative frameworks, unit price slips, plans, work description and detailed criteria for selection of companies
- Review of the tender dossier according to the comments of SCI Niger.

Phase 3: Assistance in the selection of companies

- Assistance to SCI In the analysis of offers and recommendations for the award of contracts (Restricted tender phase preceded by pre-qualification);
- Assistance to SCI Niger In the preparation of the Bid evaluation report

Phase 4: Monitoring/ Work control

The firm will be responsible for the monitoring and control of the work. It will be the guarantor of the quality and the safety and the respect of the execution time and of all the contractual provisions. In addition, it must inform, advise and assist SCI Niger to fully play its role of Contracting Authority, to fulfil its commitments and to make the necessary decisions relevant to the good conduct and the good end of the work.

As a result, the cabinet is expected to perform the following tasks:

In general:

- Assistance in the general coordination of each operation and in particular the rehabilitation of the work sites;
- Estimation of the financial and contractual impact of the modifications of the works requested by SCI Niger (possibly proposed by the cabinet) and preparation of the corresponding service and contract offer (contracts);
- Drafting of the monthly technical and financial monitoring reports of the work and the weekly progress statements of work according to the frameworks to be defined;
- Proposal (or approval) of measures for the maintenance of the various centers during the execution of the work, in particular for the rehabilitation component.

- Proposal of measures of protection and control of infections during the work and their implementation by the staff of the contracting and consulting firms, the caregivers, the sick and accompanying persons and the visitors.
- Proposal for measures of protection and control of infections followed by training of beneficiaries on the effective and efficient use of the works at the end of the work.

On the technical level:

- Site monitoring which involves monitoring different activities of the construction, the keeping of the building site documents (site log, Minute Books...);
- Quality verification and reception of materials (aggregates, cement, tiles...) and materials used and conformity of equipment (plumbing, electricity, ...);
- The holding of monthly meetings between SCI Niger, the contracting firms and the consulting firm certified by minutes prepared by the consulting firm (signed by all parties) and handed over to the various parties. This meeting will deal with the progress of the work, the difficulties encountered, the recommendations and their implementation states and any other subject related to the construction site and/or the contract;
- The completion of pre-temporary and definitive reception operations and participation in these receptions in collaboration with SCI Niger and the Niger Ministry of Public Health (MSP).

On the administrative level

- Correspondence Management,
- Approval of the documents submitted by the companies (planning of execution of work, plans of executions,);
- The control and certification of Attachments and counts with photos to support.
- Preparation and submission to SCI's signature Niger of the Orders of services;
- Monitoring and justification of the execution of service orders on the ground;
- Assistance to SCI Niger for the Resolution of Disputes Between the contractor and third and third parties for all other particular problem Related to the execution of contracts of works;

III. CABINET profile

Essential Conditions:

The offices or study firms interested in this offer must satisfy the following essential conditions.

- Present an offer with a validity of at least 90 days;
- Accept compliance with SCI's policies;
- Be in good standing towards the Nigerien Tax Administration;
- Be in good standing with regard to the labor inspectorate and the Social Security Fund (national candidates);
- Not be on the hang for suspension, termination of payment or financial liquidation.
- Not be associated with the work contracts concerned by this benefit;

NB: Failure to comply with these essential conditions will allow the rejection of the offer.

Preferential Conditions:

Bidders will be assessed on the following criteria. SCI Niger reserves the right to verify any information provided, in particular with regard to the personnel proposed for the mission.

- Qualification and competence of the personnel proposed for the mission (see below for key personnel)
- The organization of the Mission (methodologies): making clear the following aspects:
 - Taking into account the control of infections during the execution of the work;
 - The organization of the Mission in terms of human resources and their roles and interactions.
 - The schedule for the execution of the studies.
- Similar experience of the bidder: experience in monitoring the work of hospital infrastructures in connection with multi-resistant tuberculosis.

See Rating Scale in Article No.2 to article 3

Key Personnel for the mission:

For studies:

- An architect who specializes the control of tuberculosis infection (part-time) with 8 years of experience and having led at least three (3) similar projects (conception of hospital infrastructures in connection with the MDR);
- An engineer In Civil Engineering (part-time) with 5 years of experience in the building field;

For assistance in the selection of companies

One (1) Civil Engineering Engineer Part-time.

for monitoring work control

- A head of Mission/supervisor: Engineer in Civil Engineering or specialist architect in control of tuberculosis infection with a solid experience (at least 8 years in general) in the field of monitoring of construction work and at least three (3) experiments Similar in the monitoring of hospital buildings related to multi-drug-resistant tuberculosis (MDR);
- Ten (10) Site Controllers/supervisors (see distribution in annex): Senior or more technicians with good experience (at least 7 years) in building and at least five (5) experiments in the monitoring/control of buildings.

In addition to these staff, the firm will be required to provide support staff, including Designers, Surveyors and administrative staff.

IV. Duration of the mission

The duration of the mission is estimated at thirty (30) calendar days for architectural and technical studies (phase 1 and 2) and 120 calendar days for follow-up/control of work, with 30 days for post-work follow-up.

Annex: List of controllers' allocations per site

Region	District	Site	Work	Distribution of controllers
Agadez	N/A	Agadez prison	Construction of a Cell for separation of infectious patients	1
Diffa	N/A	Diffa prison	Construction of a Cell for separation of infectious patients	1
Off	N/A	Dosso's prison	Construction of a Cell for separation of infectious patients	1
	Style	CSI de Bengou	Rehabilitation/Laboratory Construction CDT	
	N/A	Doutchi prison	Construction of a Cell for separation of infectious patients	1
	Doutchi	CSI of Dogon Kiria	Rehabilitation/Laboratory Construction CDT	
Maradi	N/A	CHR Maradi	Rehabilitation of the MDR Pavilion	1
	N/A	Maradi's prison	Construction of a Cell for separation of infectious patients	
	Aguié	CSI Tchadoua	Rehabilitation/Laboratory Construction CDT	
	Mayahi	CSI Kanon Bakashé	Rehabilitation/Laboratory Construction CDT	
Niamey	N/A	CNAT	Rehabilitation of the CNAT	1
	N/A	GNN Infirmary	Rehabilitation of the National Guard Infirmary	
	N/A	Niamey's prison	Construction of a Cell for separation of infectious patients	
	District Niamey 1	CSI Nord Kouara Kano	Rehabilitation/Laboratory Construction CDT	
	District Niamey 2	CSI Boukoki	Rehabilitation/Laboratory Construction CDT	
	N/A	HNL de Niamey	The rehabilitation of the Physio pneumologie Pavilion	1
	N/A	LNR de Niamey	The rehabilitation of the Molecular Biology Reference Laboratory	
Tahoua	N/A	CHR of Tahoua	Rehabilitation of the MDR Pavilion	1
	N/A	Tahoua prison	Construction of a Cell for separation of infectious patients	
	N/A	Konni prison	Construction of a Cell for separation of infectious patients	
Tillabéry	N/A	Tera prison	Construction of a Cell for separation of infectious patients	1
	N/A	Tillaberi prison	Construction of a Cell for separation of infectious patients	
Zinder	N/A	Zinder prison	Construction of a Cell for separation of infectious patients	1
	N/A	Gouré prison	Construction of a Cell for separation of infectious patients	
Total Controllers				10

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF REHABILITATION/CONSTRUCTION
WORKS**

Request for offer file

SECTION N°2' :

Terms of Reference Lot 2: Other work

April 2018

V. Background and rationale for the mission

Save The Children International (SCI) is the world's first independent children's organization. His vision is a world in which every child has the right to survive, the right to protection, development and participation. Its mission is to achieve decisive progress in the way the world treats children and make immediate and lasting changes in their lives. SCI works in Niger with state departments, NGOs and national institutions, local structures and communities in the Eight (8) Regions.

SCI Niger has been selected as the main recipient of the Global Fund to Fight AIDS, Tuberculosis and Malaria as part of the project to improve the fight against tuberculosis and strengthen the Niger Health system (TB & RSS For Niger) for the period January 2016 to December 2018

It is expected that a portion of the subsidy will be used to Rehabilitation/construction work in health structures through the eight (8) Regions of Niger.

SCI Niger intends to recruit the service of a firm/design office to provide architectural and technical studies and follow-up work on the construction of offices for PNLT and the development of TB and HIV management centers in the eight (8) regions of Niger.

This document provides the terms and conditions for the recruitment and service provision of the consulting firm.

VI. Mission of the consulting firm/firm

1.1. Mission objectives

The objective of the Mission is the development of architectural and technical studies and the follow-up/monitoring of the following work:

- Construction of the offices of the National Tuberculosis Program (PNLT) in Niamey;
- The development of 32 TB and HIV management centers in the eight (8) regions of Niger;

1.2. The Architectural program

Designation	Architectural Program
Construction of the National tuberculosis Programme (PNLT) offices in Niamey	On a bare plot: <ul style="list-style-type: none">• Development of a 40-seat meeting room• Development of Ten (10) Offices of which two (2) of 20 m² with bathrooms and eight (8) from 14 to 16 m² each.• Development of a cafeteria room• Development of common bathrooms• Outdoor landscaping
The development of 32 TB and HIV support centres in the eight regions of Niger	Rehabilitation based on the needs expressed by the beneficiaries after field updates and confirmation of the DRSP.

NB: The areas of the rooms can be reviewed according to the spaces and the budget availability.

1.3. The expected results

The main expected results of the mission are:

- Preparation of architectural documentation relating to civil engineering works, including architectural plans;
- Elaboration of the execution plans of the works including possible geotechnical studies;
- Preparation of the Business consultation file
- Preparation of the quantitative and estimated confidential estimates of the work;
- Assistance to SCI Niger at the time of the analysis of the offers and the selection of companies;
- Control and supervision of construction/rehabilitation operations;
- Assistance to SCI Niger during the reception operations of the works.

1.4. The Project data:

Architectural and technical studies will be based on the following documents:

- The above architectural programs;
- Post-visits surveys to be undertaken by the firm on the sites concerned;
- The report on the assessment of the development of TB and HIV management centers;
- The guidelines and recommendations to be expressed by SCI Niger and the beneficiaries during the studies.

1.5. The description of the phases of the mission

The firm's mission will be divided into four (4) phases:

Phase1: Pre-Project Studies

- Collection and analysis of all the information necessary for its work (working documents, studies and existing reports);
- Visit of sites and coastal survey;
- soil recognition;
- Preparation of a draft summary presenting at appropriate scales the solutions retained for the organization of space and a summary estimate of the related costs;
- Detailed presentation (detailed draft) of the options selected;
- Detailed estimates (rehabilitation/construction);
- Preparation of a report covering all the work done at this stage.

Phase 2: Project Study

- Review of Prior documents - Project based on the comments of SCI Niger and/or beneficiaries;
- Preparation of execution plans, detailed specifications and descriptive quotes;
- Preparation of detailed quantitative estimates for construction/rehabilitation Works;

- Preparing confidential estimates;
- Production of technical elements of the bidding documents (BOQ) for rehabilitation/construction work, including quantitative frameworks, unit price slips, plans, work description and detailed criteria for selection of companies
- Review of the tender dossier according to the comments of SCI Niger.

Phase 3: Assistance in the selection of companies

- Assistance to SCI In the analysis of offers and recommendations For the award of contracts (Restricted tender phase preceded by pre-qualification);
- Assistance to SCI Niger In the preparation of the Bid evaluation report

Phase 4: Monitoring/ Work control

The consulting firm will be responsible for the monitoring and control of the work. It will be the guarantor of the quality and the safety and the respect of the execution time and of all the contractual provisions. In addition, it must inform, advise and assist SCI Niger to fully play its role of Contracting Authority, to fulfil its commitments and to make the necessary decisions relevant to the good conduct and the good end of the work.

To that end, it is expected from the Cabinet to carry out the following tasks:

In general:

- Assistance in the general coordination of each operation and in particular the rehabilitation of the work sites;
- Estimation of the financial and contractual impact of the modifications of the works requested by SCI Niger (possibly proposed by the cabinet) and preparation of the corresponding service and contract offers (contracts);
- Drafting of the monthly technical and financial monitoring reports of the work and the weekly progress statements of work according to the frameworks to be defined;
- Proposals (or approval) of measures for the maintenance of the various centers during the execution of the work, in particular for the rehabilitation component.
- Proposal of measures of protection and control of infections during the work and their implementation by the staff of the company and the firm, the caregivers, the sick and accompanying persons and the visitors.
- Proposal for training of beneficiaries on the efficient and efficient use of the works at the end of the work.

On the technical level:

- Site monitoring which involves monitoring different activities of construction, the keeping of the building site documents (site log, Minute Books...);
- Quality verification and reception of materials (aggregates, cement, tiles...) and materials used and conformity of equipment (plumbing, electricity, ...);
- The holding of monthly meetings between SCI Niger, the contracting firms and the consulting firm sanctioned by minutes prepared by the consulting firm (signed by all parties) and handed over to the various parties. This meeting will deal with the progress of the work, the difficulties

encountered, the recommendations and their implementation states and any other subject related to the construction site and/or the contract;

- The completion of pre-temporary and definitive reception operations and participation in these receptions in collaboration with SCI Niger and the Niger Ministry of Public Health (MSP).

On the administrative level

- Correspondence Management,
- Approval of the documents submitted by the companies (planning of execution of work, plans of executions,);
- The control and certification of attachments and accounts with supporting photos.
- Preparation and submission to SCI's signature Niger of the orders of services;
- Monitoring and justification of the execution of service orders on the ground;
- Assistance to SCI Niger for the resolution of disputes between the contractor and third parties and for any other particular problem related to the performance of contracts of work;

VII. Cabinet profile

Essential Conditions:

The offices or study firms interested in this offer must satisfy the following essential conditions.

- Present an offer with a validity of at least 90 days;
- Accept compliance with SCI's policies (SCI Niger Code of Good conduct, anti-fraud policy, child protection and safeguards policy) policies
- Be in good standing towards the Tax Administration;
- Be in good standing with regard to the labor inspectorate and the Social Security Fund (national candidates);
- Not be on suspension, termination of payment or financial liquidation.
- Not be associated with the work contracts concerned by this benefit;

NB: Failure to comply with these essential conditions will cause the rejection of the offer.

Preferential Conditions:

Bidders will be assessed (rated) on the following criteria. SCI Niger reserves the right to verify any information provided, in particular with regard to the personnel proposed for the mission.

- Qualification and competence of the personnel proposed for the mission (see below for key personnel)
- The organization of the Mission (methodologies): making clear the following aspects:
 - Taking into account the control of infections during the execution of the work;
 - The organization of the Mission in terms of human resources and their roles and interactions.
 - The schedule for the execution of the studies.
- The similar experience of the bidder: experience in monitoring the work of hospital infrastructures in connection with multi-resistant tuberculosis.

See Rating Scale in Section No. 2 to Article 3

Key Personnel for the mission:

For studies:

- An architect (part-time) with 8 years of experience and at least three (3) similar projects (infrastructure design Health);
- A Civil Engineering engineer (part-time) with 5 years of experience in the building field;

For assistance in the selection of firms

One (1) Civil Engineering Engineer Part-time.

For monitoring work control

- A head of Mission/supervisor: Civil Engineering Engineer or architecture with a solid experience (at least 8 years in general) in the field of construction monitoring and at least three (3) similar experiences (as Head of mission);
- Twelve (12) Site Controllers/Supervisors (1 for the PNLT, 1 for the reference Laboratory, 1 per region for Agadez, Diffa and Niamey and 2 by region for Dosso, Maradi, Tahoua, Tillabéri and Zinder): Higher or higher technicians with a good experience (at least 5 years) in building and at least five (5) experiments in the monitoring/control of buildings.
- Twelve (12) Site Controllers/supervisors (see distribution in annex): Higher or higher technicians with good experience (at least 5 years) in building and at least five (5) experiments in the monitoring/control of buildings.

In addition to these staff, the firm will be required to provide support staff, including projectors/designers and surveyors.

VIII. Duration of the MISSION

The duration of the mission is estimated at thirty (30) calendar days for architectural and technical studies (phase 1 and 2) and 120 calendar days for the monitoring/control of the work

Annex: List of controllers' allocations per site

Region	District	Site	Work	Distribution of controllers
Agadez	Arlit	HD Arlit	Development of a support center TB and HIV	1
	N/A	CHR Agadez		
Diffa	N'guigmi	HD N'Guigmi	Development of a support center TB and HIV	1
	N/A	CHR Diffa		
Off	Logos	HD Loga	Development of a support center TB and HIV	1
	Doutchi	HD Doutchi		1
	Style	HD Gaya		
	N/A	CHR Dosso		
Maradi	N/A	CHR Maradi	Development of a support center TB and HIV	1
	Madarounfa	HD Madarounfa		
	Guidan Roundji	HD Guidan Roundji		
	Dakoro	HD Dakoro		1
	Aguié	HD Aguié		
	Mayahi	HD Mayahi		
	Tessaoua	HD Tessaoua		
Niamey	PNLT of Niamey	PNLT	Construction of National Tuberculosis Program (PNLT) offices	1
	N/A	CNAT	Development of a support center TB and HIV	
	Niamey	CSI Koara Tégui		
Tahoua	N/A	CHR Tahoua	Development of a support center TB and HIV	1
	Konni	HD Konni		
	Madaoua	HD Madaoua		
	Bouza	HD Bouza		
Tillabéry	N/A	CHR Tillabéri	Development of a support center TB and HIV	2
	Say	HD Say		
	Sowmya	HD terabytes		
	Filingué	HD Filingué		
	Ouallam	HD ouallam		
	Torodi	CSI Torodi		
Zinder	Gouré	HD Gouré	Development of a support center TB and HIV	2
	Matamèye	HD Matamèye		
	Tanout	HD Tanout		
	Magaria	HD Magaria		
	Sabon Gari	CSI Sabon Gari		
Total Controllers				12

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
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WORKS**

Request for offer file

SECTION N°3 :

Background Note to candidates

Chapter I: General

The present consultation, launched by SCI Niger, aims at architectural and technical studies and monitoring of the rehabilitation/construction of health infrastructure in the eight regions of Niger in accordance with the terms of detailed reference in previous section 2 and 2 '. The benefit is divided into two following lots:

Lot 1 (MDR units): For the Firms Specialized in nosocomial infection control

- Rehabilitation of the National anti-tuberculosis Centre (CNAT)
- The rehabilitation of the MDR Pavilion of Maradi Regional Hospital Centre;
- The rehabilitation of the MDR Pavilion of Tahoua Regional Hospital Centre;
- The rehabilitation of the Physio pneumology Pavilion at the Lamordé National Hospital in Niamey.
- Rehabilitation of 6 Laboratories of Diagnostic Center and Treatment (CDT)
- Rehabilitation of the National Guard Infirmary (CDT Laboratory development)
- The rehabilitation of the Molecular Biology Reference Laboratory at the National Hospital in Niamey;
- The Construction of 12 cells of separation of infectious patients in 12 prisons of Niger

Lot 2 (Other rehabilitations)

- Construction of the National Tuberculosis Program (PNLT) offices in Niamey;
- The development of 32 TB and HIV management centers in the eight regions of Niger;

Each candidate is free to bid on one or both of the lots without limitation. However, the teams put in place by the candidates must be different from one lot to the other; otherwise, the candidate will be eligible for only one lot.

Article 2: Eligibility criteria

- Present an offer with a validity of at least 90 days;
- Accept compliance with SCI's policies;
- Be in good standing towards the Nigerien Tax Administration;
- Be in good standing with regard to the labor inspectorate and the Social Security Fund (national candidates);
- Not be on suspension, termination of payment or financial liquidation.
- Not be associated with the work contracts concerned by this benefit;
-

Note: Failure to comply with these essential conditions (to be justified by the constituent parts of the administrative offer indicated in article 11 of this part) will cause the offer to be rejected.

Article 3: Preferential and desirable criteria

The bidders' submissions will be evaluated based on preferential and desirable criteria and sub-criteria following:

Lot 1 :

Criteria and Sub-Criteria	Scoring detail	Scale
1.1. Personnel		50 points
<i>An architect for the study phase</i>	<p><u>Conditions for consideration:</u> Certified copy of the architect's diploma and signed and legalized letter of undertaking (the legalization overload on the diploma is not accepted)</p> <p><u>Notation</u></p> <ul style="list-style-type: none"> • General experience (at least 8 Years): 5 points • Similar experiences (Design of hospital infrastructures by linking with the MDR): 10 points <ul style="list-style-type: none"> ○ 2.5 points for a project; ○ 5 points for 2 projects; ○ 7.5 points for 3 projects; ○ 10 points for more than three projects 	15 points
<i>1 Head of Mission (See TDR)</i>	<p><u>Conditions for consideration:</u> Certified copy of the Diploma of engineer or architect and letter of Commitment signed and legalized (the overload of legalization on the diploma is not accepted).</p> <p><u>Notation</u></p> <ul style="list-style-type: none"> • General experience (at least 5 years): 2.5 points • Similar experiences (follow-up work for MDR): 7.5 points <ul style="list-style-type: none"> ○ 2.5 points for an experience; ○ 5 points for two experiences; ○ 7.5 points for more than two experiences. 	10 points
<i>10 Supervisors of construction sites (See TDR)</i>	<p><u>Conditions for consideration:</u> certified copies of TS or more diplomas, signed, and legalized commitment letters (the legalization surcharge on diplomas is not accepted).</p> <p><u>Rating For each of 10 Controllers:</u></p> <ul style="list-style-type: none"> • General experience (at least 5 years): 1.25 points otherwise 0 Point • Similar Experiences (At least 5 follow-up experiences of building work): 1.5 points otherwise 0 points 	25 points
1.2. Organization of the Mission		20 points
<i>Organization</i>	<ul style="list-style-type: none"> • Taking into account the control of infections during the execution of the work (5 points); • Organization of the Mission in terms of human resources and their roles and interactions (5 points); • The execution schedule for studies highlighting the different stages (APS field visit, ODA, BOQ) their durations and periods of execution (10 points); 	20 points
1.3. Similar experiences justified (Studies and/or monitoring of hospital infrastructure works by linking with the MDR)		30 points
	<ul style="list-style-type: none"> • 5 points for one (1) similar justified experience; • 10 points for two (2) justified similar experiences; 	30 points

	<ul style="list-style-type: none"> • 20 points for three (3) justified similar experiences; • 30 points for more than three (3) justified similar experiences. 	
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Lot 2 :

Criteria and Sub-Criteria	Scoring detail	Scale
1.1. Personnel		55 points
An architect for the study phase	<p><u>Conditions for consideration:</u> Certified copy of the architect's diploma and signed and legalized letter of undertaking (the legalization overload on the diploma is not accepted).</p> <p><u>Notation</u></p> <ul style="list-style-type: none"> • General experience (at least 8 Years): 5 points • Similar experiences (Design of hospital infrastructures by linking with the MDR): 10 points <ul style="list-style-type: none"> ○ 2.5 points for a project; ○ 5 points for 2 projects; ○ 7.5 points for 3 projects; ○ 10 points for more than three projects 	15 points
1 Head of Mission (See TDR)	<p><u>Conditions for consideration:</u> Certified copy of Diploma of engineer and legalized commitment letter.</p> <p><u>Notation</u></p> <ul style="list-style-type: none"> • General experience (at least 8 Years): 2.5 points otherwise 0 points • Similar experiences (at least 3 health Infrastructure design project): 7.5 points otherwise 0 points 	10 points
12 Supervisors of construction sites (See TDR)	<p><u>Conditions for consideration:</u> Certified copy of Diploma of TS or more and legalized commitment letter</p> <p><u>Rating For each of 12 Controllers:</u></p> <ul style="list-style-type: none"> • General experience (at least 5 years): 1 point otherwise 0 points • Similar experiences (at least 5 follow-up experiences/control of building work): 1,5 point or 0 points 	30 points
1.2. Organization of the Mission		10 points
Organization	<ul style="list-style-type: none"> • Organization of the Mission in terms of human resources and their roles and interactions (5 points) • The execution schedule for the studies Highlighting the different stages (APS field visit, ODA, BOQ) their durations and periods of execution (5 points) 	10 points
1.3. Similar experiences justified (Studies and/or monitoring of health infrastructure work)		35 points
	<ul style="list-style-type: none"> • 5 points for one (1) similar justified experience; • 10 points for two (2) justified similar experiences; • 20 points for three (3) similar justified experiences; • 35 Points for more than two justified similar experiences. 	35 points

Article 4: Groupings of consulting firms/firms

In the case of a grouping, each member of the grouping shall meet the eligibility requirements set out in article 3 above.

Article 5: An offer by bidder

Each bidder or grouping may bid for the two (2) lots. For the same lot, a bidder or grouping who presents several offers will be disqualified.

Article 6: Submission Fee

The bidder will bear all the costs associated with the preparation and presentation of its offer, and SCI Niger shall not be liable for any such costs or any obligation to reimburse them, irrespective of the outcome of the consultation.

Article 7: Special Obligations of the consulting firm/firm

7.1 SCI Niger requires the company/Consulting firm to provide objective and impartial professional advice, that in all circumstances it defends the interests of SCI Niger above all, and that it scrupulously avoids any possibility of conflicts with other activities or with the interests of his company. The company/consulting firm should not be engaged for missions that would be incompatible with its obligations to other clients or that could make it impossible for them to perform their duties in the best interests of Save the Children Niger.

7.2 The company/consulting firm may be engaged to provide downstream activities when it is essential to ensure a certain continuity.

Article 8: Content of the request for offer file

8.1 The request for offer file indicates the nature of the benefits establishes the procedures for the consultation and includes the following documents:

Section No. 1: The notice of the request for offer;

Section No. 2: Terms of Reference (TDR) For Lot 1

Section No. 2: Terms of Reference (TDR) For Lot 2

Section No. 3: Information Notes to candidates

Section No.4: Specification of SPECIAL Administrative clauses (CCAP)

Section No.5: General administrative clauses (CCLS) cited for reference

and the following annexes:

- **Models for submission the Administrative offer**
 - a. Letter of submission;
- **Models for submission the Technical offer**
 - a. Comments and suggestions from the Groups/firms/consultant firms on the terms of reference and on the data, services to be provided by SCI Niger;
 - b. Description of the proposed methodology and work plan for the Mission (organization of the Mission);
 - c. Composition of the team and responsibilities of its members
 - d. Candidate's references;
 - e. Curriculum vitae (CV) model for the proposed specialized staff;

f. Letter of commitment and availability of specialized personnel;

- **Models for submitting the financial offer:**

- a. Letter of submission;
- b. Cost Summary status
- c. Cost details by activity
- d. Staff compensation Details
- e. Details of other fees.

4. Contract Model

5. SCI policies

8.2 The bidder shall review all instructions, models, conditions and specifications contained in the request for offer file. It will assume the risks if it does not provide all the information required by the submission file or if it does not submit a submission in all respects that meets the requirements of the request for offer documents.

8.3 Any offer that does not contain the essential information required by the submission file or presented in a manner not in accordance with the models prescribed by the request for offer file will be rejected.

Article 9 : Clarification and additional information

For any need for clarification, candidates can ask their questions at the following email address: Niger.Appeloffres@savethechildren.org. The answers that will be made will be addressed by e-mail to all candidates, who would have left their addresses, no later than 3 days before expiration of the application period or on the same day.

Article 10 : amendments to the request for offer file

At least five (5) days before the submission of tenders, SCI Niger may, for reasons either on its own initiative or in response to a request for clarification from a candidate group/office/firm, amend the request for offer by the mean of an addition. This addition will be published in writing in the form of an addendum. Addenda are communicated in writing to all solicited groupings/offices/firms and are binding on them. In the event of a change of data, SCI Niger may postpone the deadline for submitting bids according to its assessment

Chapter III: Preparation of the offers

Article 11: Composition of the submission file

The offer submitted by the bidder will include:

- A unique administrative offer;
- A technical offer by submitted lot;
- In addition, a financial offer by submitted lot.

The administrative offer should include the following documents:

- a) The signed technical letter of submission;
- b) SCI's policies initialed and signed.
- c) A certified copy of the registration in the commercial and real estate Credit Register (RCCM) or any other equivalent document for foreign candidates;

- d) A certificate of approval issued by the competent authority;
- e) A tax regularity certificate (ARF) of less than three (3) months on the closing date for national candidates or, as appropriate, a certificate of non-double taxation or a statement of commitment to be paid by withholding tax on service of non-residents, issued by the Nigerien tax services.
- f) A certificate from the Labor Inspectorate and the National Social Security Fund, dating from less than 3 months at the closing date, attesting that the bidder is in good standing in his contributions (National candidate);
- g) A certificate of non-bankruptcy and non-judicial liquidation valid on the closing date of the tenders;
- h) A certificate on the honor of non-association to the contracts (contracts) of the works;

All these parts from (A to H) are obligatory. The absence or non-conformity of one of these parts would be the pure and simple rejection of the offer.

The Technical offer shall include the following documents:

- a) The office/Cabinet's comments and suggestions on TDR, if any;
- b) The description of the methodology and work plan proposed to accomplish the mission;
- c) The composition of the team and responsibilities of its members accompanied by their résumés (CV), certified diplomas Compliant and letters of Commitment Legalized;
- d) The candidate's references accompanied by supporting documents (certificate of completion, cover pages and contract signature and receiving PV) ;

The financial offer should include the following documents:

- a. The letter of submission duly completed and signed;
- b. The Cost summary statement (see form);
- c. The cost details (see forms);

Article 12 : Language of submission

Any correspondence and documents concerning the offer exchanged between the candidate and SCI Niger will be written in French.

Any printed document provided by the candidate may be drawn up in another language as soon as it is accompanied by an official translation into the French language. In this case and for the purposes of the interpretation of the submission, the French translation will be authentic.

The lack of translation results to the rejection of the document.

Article 13: Amount of the bid

The contract is at a global price and lump sum.

The contract is at a firm price.

Article 14: Currency of submission and settlement

All prices quoted in the tender and the regulation of the contract are denominated in the currency having legal tender in Niger (CFA Franc).

Article 15: Time limit for the validity of offers

The offers will remain valid for a period of 60 days from the date of bid Openings.

Any shorter period of validity than indicated above could cause the rejection of the offer.

In justified exceptional circumstances, SCI Niger may request the bidder to extend the period of validity of its offer; the demand and answer are made in writing. The bidder who agrees to extend the period of validity of his offer cannot change it.

A bidder may refuse to extend the period of validity of the offer; In this case, his offer will not be evaluated.

Article 16: Submission Bond

No bid deposit is required for this contract.

Article 17: Submission and signature of bids

17.1 The bidder will deliver each proposition in one (1) original and one (1) Copy of the original by clearly indicating Original» and Copy» As the case is. In case of divergence between the original and the Copy, the original will be authentic.

17.2 The original of the offer shall be initialed and signed by the person (s) duly authorized to affix their signatures on behalf of the bidder.

17.3 The offer will not include any changes or overloads, with the exception of those intended to correct the bidder's errors, in which case these corrections will be initialed by the signatory ((or Parties) of the offer).

For electronic submissions, only documents submitted in original or legalized version will be accepted

Article 18: Sealing and marking of offers

18.1 The bidders will prepare their offers in a large, closed, anonymous external envelope addressed to the TB & RSS Project Office for Niger located in the Plateau district, rue des Lacs and bearing only the following particulars:

TB and RSS Project for Niger, offer for studies and follow-up units MDR;

Only open in the counting session.

This envelope will contain three others bearing the words "Administrative offer", "technical offer" and "financial offer" and the addresses of the candidate.

For electronic submissions, these offers will be presented in 3 (three) separated files: an Administrative Offer, Technical Offer, Financial Offer transmitted in one shipment

18.2 Failure to comply with the presentation described above may result in the invalidity of the offer.

18.3 Bidders will ensure compliance with the order and numbering of the sections of their offers. If the order and numbering are not respected, SCI Niger will not be held responsible for the failure to take into account a section in the analysis of the offers.

18.4 Under penalty of rejection, the outer casing must be sealed and bear no sign identifying the bidder.

Chapter IV: Submission of offers

Article 19: Date and time limit for submission of offers

19.1 Offers submitted in accordance with the provisions of articles 12 to 18 above will be sent to the National office of Save the Children International Niger at the following email address: NigerGFprocurement.bid@savethechildren.org no later than May 3th, 2018 at 12:00, Niger time (UTC+1).

Bidders are allowed to use only one submission mode. For electronic submissions, only one offer is required. In case of several offers sending, the last shipment will be only considered.

Save the Children reserves, the right not to consider an offer in case of an attempt of alteration noted with the Bidder's submission process or any other manipulation of the Bidder's submission process.

19.2 SCI Niger may, in exceptional circumstances and at its discretion, extend the deadline for submission of offers by issuing a corrigendum under the same conditions as the request for offers. The rights and obligations of the contracting authority and the bidders previously governed by the deadline initially adopted shall be governed by the new deadline.

Article 20: Late submission

No offer will be received after the date and time limit for submitting bids.

The electronic offers received after the deadline (May 03, 2018 at 12:00 Niger time), will not be considered

Article 21: Amendment and withdrawal of offers

The bidder may amend or withdraw his offer after having submitted it, provided that SCI Niger receives written notification of the amendment or withdrawal before the deadline for submission of offers.

Notification of amendment or withdrawal of the offer by the bidder shall be drafted, sealed and marked. The withdrawal may also be notified by any means of communication possible, but in this case must be confirmed by a duly signed written notification, and whose date, the postmark being authentic, will not be later than the deadline set for the surrender offers.

For electronic submissions, if the offer is modified, the supplier should return the entire offer. In case of exceptional situations notified to Save the Children related for example to the high size of the files, the offers can be subjected to several sending's for example in administrative offer, then technical, finally Financial.

Chapter V: Opening of the submissions, evaluation of the offers and allocation of the contract

Article 22: Opening of submissions

The opening of the offers is planned on May 4, 2018 at 10:00am, local time. In the meeting room of the National Bureau of SCI Niger located in Niamey District Plateau, Rue des Lacs PL54. The opening session will take place in the presence of the candidate's representative who wish to participate into the session.

Article 23: Procedure for opening bids

SCI Niger will put an evaluation committee in place for the opening and analysis of offers.

The opening the submissions will be three Steps:

- The opening of submissions and administrative offers;
- The opening of technical offers;
- The opening of the financial offers.

Envelopes marked ' financial offers ' shall be opened only after the evaluation of the technical offers.

For offers submitted electronically, only the administrative and technical offers will be requested first to the independent platform managing the e-mail address

Article 24: Opening of offers Administrative and technical

The Evaluation committee will open the Administrative offers at the public meeting opening the folds, In the presence of representatives of the bidders who wish to attend. The representatives of the present bidders will sign a list of attendance to be attached to the opening minutes.

When opening the folds, the Evaluation committee will announce the names of the bidders, the administrative parts provided and their conformity and any other information it deems appropriate.

No offer shall be rejected at the opening, except for offers presenting a State other than that described in this document.

The Evaluation Committee shall prepare the minutes of the opening of the technical offers, which shall include the information provided to the present bidders.

The Bid Evaluation Committee will open the technical offers behind closed door during the offers analysis session.

Article 25: Clarification brought to the offers and contacts with SCI Niger

In order to facilitate the examination, evaluation and comparison of offers, SCI Niger may, if it so desires, ask any bidder to clarify its offers, including a sub-item of unit prices. The request for clarification and the response to it are made in writing, but no change in the amount or content of the bid is sought, offered or authorized.

Article 26: Procedure for evaluating offers Administrative and Technical

26.1 Those responsible for evaluating technical offers only have access to the financial offers at the end of the technical evaluation.

26.2 The evaluation committee, set up by SCI Niger, evaluates the offers based on their conformity with the terms of reference as follows:

- The Committee holds the Offers Having met all the essential criteria. At this stage, an offer is rejected if at least one part is absent or non-compliant.
- The Committee then assesses the Technical offers using the criteria, sub-criteria and the point system specified in Article 3. Each compliant offer is awarded a technical score (ST). A offer is rejected at this stage if it does not reach the minimum technical score of 60 points out of 100.

26.3 SCI Niger reserves, at its discretion, the right to review the provisions of paragraph 26.2 above in the event of insufficient qualified bids.

Article 27: Notification of the outcome of the evaluation of technical offers

At the end of the evaluation of the administrative and technical offer, SCI Niger informs, in writing, the candidates whose offers have not obtained the minimum score required, that their financial offer are not admitted to the evaluation. At the same time, SCI Niger will notify the candidates who have obtained the minimum qualification mark and indicate the date and time of opening of the financial offers. The said notification shall be sent in writing.

Article 28: Opening and evaluating financial offers

28.1 The financial offer are opened in a public meeting, in the presence of representatives of the bidders who wish to attend. The name of the candidate, the technical scores and the proposed prizes are read aloud and recorded in writing.

28.2 The Evaluation Committee shall check whether the financial offers are complete (i.e. if all the elements of the corresponding technical offer have been quantified; otherwise, they estimate their costs according to the standard current prices and add them to Initial price), fixes any hardware error calculation.

The evaluation is made free of fees and taxes.

Article 29: Classification of tenders and attribution

29.2 For each lot, each candidate is classified according to his or her financial offer, the candidate having the lowest conforming financial offer being ranked first.

29.3 For each lot, the market is awarded to the first ranked candidate without the limitation of lots.

Article 30: Negotiations

30.1 The negotiations will be held at the National office of SCI Niger, The goal is to reach agreement on all points.

30.2 The negotiations include a discussion of the technical offer, the proposed methodology (work plan), staffing and any suggestions made by the Bidder to improve the terms of reference. SCI Niger and the Bidder the final terms of reference, staffing and scheduling of activities, staff used, and time spent in the field and at Headquarters, working time, logistical aspects and conditions are then developed. Reporting. The work plan and final terms of reference agreed upon are then incorporated into the "service Description", which is part of the contract. The successful candidate will clearly define the inputs that SCI Niger must provide to ensure the proper performance of the mission.

30.3 The financial negotiations aim, inter alia, to specify (where appropriate) the tax obligations of the Bidder and how they are taken into account in the contract; they also incorporate the technical changes agreed at the cost of the services.

30.4 SCI Niger will negotiate the contract based on the key personnel listed in the offer. Prior to the negotiation of the contract, SCI Niger requires the assurance that this staff is actually available. Except in cases of force majeure, it does not take into account any replacement of these personnel during the negotiations.

If it is established that the company/consulting firm has proposed a key person without making sure it is available, the company/consulting firm will be disqualified.

30.5 The negotiations end with a review of the draft contract. If the negotiations fail, SCI Niger invites negotiations to the candidate whose offer has been placed in second position and so on until the list is exhausted.

Article 31: Conclusion of the contract

The contract is concluded once the negotiations are completed. SCI Niger advises, without obligation to do so, at the same time the other candidates that their offers have not been selected.

Article 32: Privacy

32.1 No information concerning the evaluation of offers and the recommendations of attribution should be communicated to candidates submitting an offer or to any other person who is not qualified to participate in the selection process, both that the award of the contract was not notified to the successful candidate.

32.2 Any duly ascertained attempt by a bidder to influence SCI Niger in the bid review or award decision will result in the rejection of its offer.

Article 33: The right of the contracting authority to accept or reject any offer

33.1 By reasoned decision, SCI Niger reserves the right to accept or reject any offer, to annul the attribution procedure, at any time without incurring any liability with respect to the bidder (or bidders).

33.2 SCI Niger also reserves the right, by reasoned decision, to provide relief to the various criteria in particular to avoid an invitation to tender Unsuccessful. The relief will have to be followed by compensations measures (example, request for supplemental file).

Article 34: Notification of contract award

Before the expiry of the period of validity of the offers, SCI Niger shall notify in writing the selected company/consulting firm that its offer has been accepted.

It will inform, without any obligation to do so, At the same time the other candidates the reason for rejecting their offers.

Article 35: Signing of the contract

35.1 SCI Niger will send the contract document to the successful bidder, which summarizes all the provisions accepted by the parties.

35.2 Within 48 hours of receipt of the document, the successful bidder must initial, sign and send it to SCI Niger or at least make a return on his observations.

Article 36: Approval and entry into force of the contract

The contract enters into force and fully engages both parties after both parties sign it.

Article 37: Bribery or fraudulent maneuvers

37.1 SCI Niger will require bidders to comply with the strictest rules of professional ethics during the award and execution of the contract. Under this principle, SCI Niger defines the following expressions as follows:

a) is considered as "bribery" the act of offering, giving, soliciting or accepting any advantage in order to influence the action of an agent during the award or performance of the contract;

b) "Fraudulent maneuvers," means any act, which distorts or distorts the facts in order to influence the attribution or execution of a contract in a manner detrimental to SCI Niger. "Fraudulent manoeuvres" include any agreement or manoeuvre collusive by bidders (before or after the submission of the offer) aimed at artificially maintaining the prices of offers at levels not corresponding to those which Free and open competition, and to deprive SCI Niger of the advantages of the latter.

37.2 SCI Niger may exclude any company/consulting firm for a specified period from any award of contracts if it is established at any time that this company/consulting firm has engaged in corruption or fraudulent manoeuvres for the purpose of obtaining or in the course of the execution of a contract.

37.3 SCI Niger will reject any offer for attribution if it appears that the proposed successful bidder has engaged in bribery or fraudulent manoeuvres for the award of this contract.

Article 38: Protection of the child

Save the Children International is an independent children's organization and will require the company/consulting firm to respect and enforce the national Child protection policy and the Child Defense Policy of Save the Children.

**PROJECT TO IMPROVE THE FIGHT AGAINST
TUBERCULOSIS AND STRENGTHEN THE HEALTH
SYSTEM OF NIGER (NFM TB & RSS)**

(NER-T-CWS/Global Fund funding)

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF
REHABILITATION/CONSTRUCTION WORKS**

Request for offer file

SECTION N°4 :

Special Administrative clauses

Special Administrative clauses (CCAP)

Article 1: Appointment of stakeholders

The project is managed by Save the Children International Niger (SCI Niger) SIS at Plateau District, rue des Lacs.

The Global Fund provides funding to Fight AIDS, Tuberculosis and malaria as part of the project to improve the fight against tuberculosis and strengthen the capacity of the Niger health system.

For this contract, the Country Director will represent SCI Niger.

Article 2: Purpose of the contract

The purpose of this contract is to provide architectural and technical studies, Assistance in the selection of companies and the monitoring/control of work of health infrastructure rehabilitation.

Article 3: Address where notifications to the Consultant are validly made

The company/consulting firm elect domicile in Niamey or in one of the regional chiefs of Regions affected by the project which it shall mention in its bid. The notifications will be validly made to him at this domicile.

Article 4: Contract Documents

The contract documents of the contract, classified in order of priority are as follows:

1. The service delivery contract
2. The letter of submission
3. The current Special Administrative clauses (CCAP);
4. The terms of reference
5. The applicable general administrative clauses.

In the event of any discrepancy or difference between the parts of the contract, these parts shall prevail in that order.

Article 5: Bond

In the case of an advance request in accordance with article 9 below, SCI Niger will require a 100% guarantee at first request.

Article 6: Contract Amount

The contract is at a global price and lump sum.

Article 7: Price Review

The contract and at a firm price.

Article 8: Taxes, fees, taxes, royalties, dues

The contract is exempted from fees and taxes in accordance with the grant agreement between the Global Fund to Fight AIDS, Tuberculosis and Malaria and the Republic of Niger.

Article 9: Lump sum Advance

For each contract component (studies and follow-up), uNo lump sum advance of 30% shall be granted to the contract owner at his request subject to the provisions of article 5 above.

Article 10: Interest moratoriums

If it is not justified, the failure to pay within the time limits set out in article 11 below shall, as a matter of law, run, and without any formality, a moratorium interest calculated from the day following the expiration of the period until the day of the payment included.

Article 11: How to settle payments

11.1 Payments for the benefit will be made, at the firm's request, based on the following steps:

Phase Studies and assistance in the selection of companies: 40% of the total amount

- 30% of the amount of studies for start-up advances 100% Bonded;
- 35% of the amount of post-APS studies corrected;
- 20% of the amount of studies after ADP corrected;
- 10% of the amount of post-DAO studies validated;
- 5% of the amount of studies after award of contracts.

In the event that the consultant does not request a start-up advance, the amount of 30% will be paid when the corrected version of the DAO is validated

Monitoring Phases and work controls: 60% of the total amount

- Prorated payment of time spent;
- 30% of the follow-up/control amount bonded to 100% and refundable between 30% and 80% of the payment by Levy.
- 10% flat-rate deduction for final acceptance.

All times payments will be made on the basis of progress of the work. The contractor should in every case provide a monthly report.

11.2 In the event that the firm did not request an advance, the amount of 30% will be paid when the execution of the work by the companies would have reached 80%.

11.3 SCI Niger will be freed from the amount owing by bank transfer (to the account specified by the contract owner) or by check (worded on behalf of Office Contract owner) within a period of thirty (30) days after receipt of the invoice and all other documents required for payment.

Article 12: Turnaround time

The turnaround time Work is estimated to 5 months. However, the contractor will have to keep track of the work until the provisional receptions and lifts of the reserves.

Article 13: Extension of turnaround times

The period of execution may be extended under the conditions laid down in the specification of the administrative clauses forming part of this contract.

Article 14: Penalties

In case of unjustified delay in the transmission of contractual reports a penalty of 0.05% of the total amount of the contract will be applied per day of delay with a maximum of 5% of the total amount of the contract without tax.

Article 15: Using the results

The results of the service subject to this contract, remains the exclusive property of SCI Niger.

Article 16: Technical Guarantee

The technical guarantee is not applicable to this contract.

Article 17: Termination

SCI Niger may terminate the contract for the wrongs of the contract owner, under the conditions laid down in the general administrative clauses applicable Government procurement of intellectual service (CCLS).

SCI Niger may also terminate the contract at the incumbent's tort in case of evidence of non-compliance with the Child's Defense Policy, the Code of Good Conduct or the anti-fraud policy and the bribery of SCI Niger.

**PROJECT TO IMPROVE THE FIGHT AGAINST
TUBERCULOSIS AND STRENGTHEN THE HEALTH
SYSTEM OF NIGER (NFM TB & RSS)**

(NER-T-CWS/Global Fund funding)

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF REHABILITATION/CONSTRUCTION
WORKS**

Request for offer file

SECTION N°5 :

General administrative clauses

For any question not covered by the contract and the Special administrative clauses, this contract shall refer to the general administrative clauses applicable to the public intellectual benefit contracts (CCLS) in Niger.

**PROJECT TO IMPROVE THE FIGHT AGAINST
TUBERCULOSIS AND STRENGTHEN THE HEALTH
SYSTEM OF NIGER (NFM TB & RSS)**

(NER-T-CWS/Global Fund funding)

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**RECRUITMENT OF CONSULTING FIRMS FOR TECHNICAL STUDIES
AND MONITORING/CONTROL OF REHABILITATION/CONSTRUCTION
WORKS**

Request for offer file

Annexes:

Models and Forms

1. Models for submitting the administrative offer

a) Model Letter of submission (technical offer)

(Name of bidder)

(Place and date)

Object : Technical offer

TO

Mr. Country director of Save the Children
Niger.

After reviewing the Request for offer dated... which we acknowledge, we have the honor to offer you our services for architectural and technical studies and the monitoring/control of the rehabilitation work of MDR units and laboratories of CDT in the regions of Niamey, Maradi and Tahoua.

We hereby submit to you our offer, which includes an administrative offer, a technical offer and a financial offer in separate sealed envelopes.

We commit ourselves based on this offer for a period of 60 days from the date set for the delivery of the bids, the offer will continue to commit us and can be accepted at any time before the end of this period.

If the negotiations have taken place during the period of validity of the offer, we commit to negotiate based on the staff proposed here. Our offer is binding on us, subject to the changes resulting from the negotiations.

Until a formal market is prepared and signed, this submission, supplemented by your notification of contract award, will be a reciprocal undertaking.

The terms of reference are an integral part of our offer.

If our offer is retained, we commit to begin the provision of advisory services for the proposed mission upon receipt of a service order without requiring a pre-start advance.

With our utmost consideration, yours faithfully,

Signature

First and last name of the authorized representative

2. Models for submitting the technical offer

- a) Company/consulting firm comments and suggestions on terms of reference and data, services to be provided by SCI Niger**

On the terms of reference:

1.

2.

3.

4.

5.

On the data, services and facilities to be provided by the contracting authority:

1.

2

3.

4.

5.

**Description of the methodology and work plan proposed to carry out the mission
(organization of the Mission)**

c) Composition of the team and responsibilities of its members

[illegible]

d) Reference of Candidates:

Give a list of the most relevant references among the most recent. Candidates will be able to use the table below. The cover page and the signature page of the contract and a certificate of good purpose (or equivalent) to be taken into account must accompany each reference.

No.	Object or title of the contract	Number of senior staff on the mission	Owner	Area and place of the project	Contract Amount (FCFA)	Duration Contractual and period of Implementation of The Mission
1						
2						
3						
4						
5						

e) Curriculum vitae (CV) model for the proposed specialist staff

CURRICULUM VITAE (CV)

1. **Position** [*One candidate per post*]_____

2. **Candidate's name** [*Indicate the name of the company proposing the staff*]_____

3. **Employee's name** [*Full Name*]_____

4. **Date of birth** _____ **Nationality** _____

5. **Training** [*Indicate the employee's academic and other specialized studies and the names of the institutions attended, the diplomas obtained and the dates on which they were*] _____

6. **Affiliation to professional associations/groups** _____

7. **Other training** [*Indicate any other training received*]_____

8. **Languages:** [*Indicate for each the degree of knowledge: good, medium, and mediocre in terms of the language spoken, read and written*]

9. **Professional experience:** [*Starting with his current position, give the list in reverse chronological order of all the jobs exercised by the employee since the end of his studies. For each job give the dates, the name of the employer and the position occupied.*]

Since [*Month/year*] _____ up to and from _____ [*...Months/Year*] _____

Employer: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ -
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ -

Post: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ -
_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ -

Main activities: _____, _____, _____, and the principal activity of the core business of the operations..... _____

10. Certification:

I, the undersigned, certify, in all conscience, that the above information accurately reflects my situation, qualifications and experience. I accept that any voluntarily erroneous statement may result in my exclusion or my dismissal if I have been hired. I confirm that I have given agreement to the firm *[Insert name]* In order to propose my candidacy for the mission of *[Insert mission/position identification]*

Date

(name, and signature).

f) Letter of commitment and availability of specialized personnel

(The head of Mission and the technicians must complete this certification).

Certification

I, the undersigned-----(*Surname, first name, number possibly*) Born on----(*Date and place of birth*), certify, on my own behalf, to be available for the performance of all tasks and for the duration of the contract related to the-----function as reflected in the submission submitted by-----(*Exact name*) in the context of the request for offer for the monitoring/control of rehabilitation work of MDR units in the regions of Niamey, Maradi and Tahoua.

I certify that, in the context of this offer, I offer my services exclusively on behalf of-----.

Signature of the declaring party

Handwritten First Name and Last Name

3. Models for submission of the financial offer:

a) Letter of submission

(Name of bidder)

(Place and date)

TO

Mr. Director of Save the Children Niger

Object: Financial offer

Mr. Director,

Following our technical offer, we are pleased to send you our financial offer, which amounts to (*Amount in letters and figures*), excluding taxes (excl. VAT) and all taxes (VAT) to (amount in letter and figures).

This offer commits us as well as our technical offer.

Please accept, Mr. Director, the assurance of our distinguished consideration.

Signature

Name of authorized representative

b) Cost Summary Details

Positions Activities)	Cost	
	HT	VAT
Architectural and technical studies and assistance in the evaluation of offers		
Monitoring and control of work		
Total cost of the financial offer		

c) Details of Cost per activity:

Activity Group: Architectural and technical studies and assistance in the evaluation of offers		
Cost element	Cost	
	TE	VAT
Compensations of staff		
Other costs		
Subtotal		

Activity Group: monitoring/control of work		
Cost element	Cost	
	EXCL. VAT	VAT
Compensations of staff		
Other costs		
Subtotal		

d) Details of remuneration

Activity Group: Architectural and technical studies and assistance in the evaluation of offers				
Name	Position	Rate/month	Time spent (Pers x months)	Amount Excl. VAT (FCfA)
Key Personnel				
	Architect			
	GC Engineer			
Support Staff				
Technical staff	Designer/ Designer /Quantity Surveyor			
Administrative staff	Administrative staff			
Total Cost				

Activity Group: monitoring/control of work				
Name	Position	Rate/month	Time spent (Pers x months)	Amount excl. VAT (FCFA))
Key Personnel				
	Head of Mission			
	Controller 1			
	Controller 2			
	Controller 3			
			
Support Staff				
Administrative staff	Administrative staff			
Total Cost Excl. VAT				

NB: Key personnel should be indicated individually and support staff by category

e) Details of other fees

Activity Group: Architectural and technical studies and assistance in the evaluation of offers				
Designation	Unit	Unit Cost	Amount	Amount (CFA)
Logistics				
Reprography				
Communication				
How the Office Works				
Other (Specify)				
Total Cost				

Activity Group: monitoring/control of work				
Designation	Unit	Unit Cost	Amount	Amount (CFA)
Logistics				
Reprography				
Communication				
How the Office Works				
Other (Specify)				
Total Cost				

4. Contract Sample



Save the Children

CONTRAT N° : SCI/TB-RSS/CS/12-17/01

Between The PARTIES

Save the Children International, representation in Niamey, Niger, NGO/AD accredited By order W242/MISPD/AR/DGAPJIDLP of 26 April 2012 headquartered in London (St Vincent House, 30 Orange Street, London, WC 2 H7 HH, UK Email: Niger@savethechildren.org, represented by The country Director, **Paul WM Armour** designated for this contract (the « **Client**»)

and

The Cabinet located in ..., Rue ..., Phone: ...E-mail: ..., Registered aU Trade Register of ... Under the Number ...NIF: ... represented by its Director General Sir ... designated for this contract by the term (« **The provider** »)

The following was agreed and adopted:

Article 1: Object of the contract

The purpose of this contract is to provide architectural and technical studies and the monitoring/control of work Rehabilitation of health infrastructure. The firm's mission is defined in the terms of reference attached to this agreement.

This benefit is funded by the Global Fund to Fight AIDS, Tuberculosis and Malaria under the NFM TB & RSS project for Niger.

Article 2: Contractual parts constituting the contract

The list below lists, in order of priority, the contractual documents constituting the contract:

- 1) This current service contract;
- 2) The service order inviting the claimant to commence the service;
- 3) The supplier's negotiated bid;
- 4) The stipulation of special administrative clauses (CCAP);
- 5) The terms of reference
- 6) The General administrative clauses (CCLS).
- 7) The Child protection policy
- 8) The policy of combating fraud and bribery.
- 9) The terms and conditions of purchase of SCI.

In the event of a contradiction, the indications or stipulations of the part bearing the lowest order number in the above list shall take precedent on the others.

Article 3: Obligations of the Claimant

The service provider carries out the services with all the care, due diligence, according to best professional practices and in accordance with this agreement, the CCAP, the terms of reference and the instructions of the customer.

The claimant agrees not to have a business relationship with the companies selected by the Client to carry out the rehabilitation work.

Article 4: Customer's Obligations

The customer shall provide to the claimant, at his own expense, any information and/or documentation available to him and that may be useful for the performance of the contract.

Article 5: Amount and form of contract

This contract is a lump-sum, firm and non-revisable global price type. Prices are set in tax-free. The total amount of the contract is stopped at the sum ... **CFA Francs tax-free**

Article 6: Terms and method of payment

Payments in CFA francs will be made after receipt and validation of the final reports and at the request of the claimant upon presentation of an invoice.

Payments for the benefit will be made based on the following steps:

Phase Studies and assistance in the selection of companies: 40% of the total amount

- 30% of the amount of studies for start-up advance guaranteed at 100%;
- 35% of the amount of post-APS studies corrected;
- 20% of the amount of studies after ADP corrected;
- 10% of the amount of post-DAO studies validated;
- 5% of the amount of studies after award of contracts.

In the event that the consultant does not request a start-up advance, the amount of 30% will be paid when the corrected version of the DAO is validated.

Monitoring Phases and work controls: 60% of the total amount

Stage	Amount due	
	%	Amount
Report No. 1 validated	25%	
Report No. 2 validated	20%	
Report No. 3 validated	20%	
Report N ° 4 Validated	20%	
Provisional acceptance of all work	5%	
Flat-rate deduction for final acceptance	10%	

The customer will pay the sums owed to the claimant by bank transfer to the account N °... located in the **Bank** ... Within a period of **30 calendar days** Following the receipt and validation of the reports and the invoice.

Article 7: Price change

The prices are firm and are not subject to review for this contract.

Article 8: Lump sum deduction for final receipts

The 10% lump sum deduction provided for in article 6 above will be operated to take into account the costs associated with the final receipts. These amounts will be returned after the final receipts (after the warranty period of twelve months).

At the request of the claimant, the amount withheld may be returned to him at the end of the mission subject to a guarantee (a bank deposit at the first request) of the same amount

Article 9: Tax system

Within the framework of the Convention between the Global Fund to Fight AIDS, Tuberculosis, Malaria, and the Republic of Niger, service under this contract are exempt from the Nigerian tax system.

The claimant is therefore required to Provide a ARF (tax regularity certificate) to ensure that the application for exemption is valid, if applicable, it will be paid in EXCL. VAT without claiming a vat exemption.

Article 10: Time to perform the work and duration of the service contract

The turnaround time is set at **thirty calendar (30) days for the studies and 150 days for the follow-up/controls of the work. This period runs from the date indicated in the service order for the start-up of the service.**

It remains clear that the duration of the follow-up benefit is based at least on the contractual duration of work with the companies. The duration of the follow-up is extended by one month (30 days) beyond the duration of the work, as long as it does not cause financial harm to the claimant. If for technical reasons, or due to exceptional weather conditions, the customer ordered the suspension of the work, the period of execution of monitoring Would be extended by the duration of the suspension without the claimant being able to claim compensation.

Article 11: Late penalty

A reporting schedule will be defined and signed by both parties based on the start date of the work.

In case of delay in reporting, a penalty of 0.05% of the total amount of the contract will be applied per calendar day of delay.

Article 12: Interest moratoriums

In the event of a delay in the payment period specified in article 6 above, the claimant shall have the right to claim interest on a moratorium calculated based on an annual rate of **12.5%** Applied to the amount of the invoice.

If the end of the deadline coincides with a weekend or public holiday, this end of the deadline will be postponed to the last hour of work on the first working day following the end of the deadline.

Article 13: Contract termination

The customer may request the termination of this agreement under the conditions set out in the general administrative clauses (CCLS).

The contract may also be terminated in the event of failure or failure to comply with the child Defense Policy, the code of conduct or the anti-fraud policy and the bribery of Save the children, or in the event of a breach of the provisions of this C Proposed.

The Client also reserves the right to terminate the contract in case of major forces (especially in cases where the security context no longer allows the continuation of activities on the bases of work of SCI in Niger, the situation where the lessor decides on the interruption of activities)

The claimant may also request the termination of the contract for failure to pay as a result of a formal notice that has remained ineffective for 30 days.

Article 14: Dispute resolution

Any dispute or litigation arising out of the execution of this contract will be settled amicably.

In the absence of an amicable solution, the dispute will be brought before the competent courts of the Republic of Niger.

Article 15: Save The Children Policies

15.1 Defense of children:

SCI's Child Advocacy policy (attached) is an integral part of this agreement. The contractor has read and understood this policy before signing this contract and agrees to comply with it in all respects.

The claimant will ensure that:

A) Its staff, subcontractors, claimants and other contract-related partners will adhere to SCI's child protection policy provided by SCI

b) Concerns about possible violations of SCI's child defense policy will be brought to the attention of Save the children immediately. The parties will agree on how these concerns will be investigated safely, confidentially and in due time. Any investigation into violations of SCI's child protection policy must take into account the best interests and safety of the child/children concerned.

15.2 fraud, bribery and Corruption:

The claimant will ensure that all his activities under this contract are protected against fraud, bribery or misappropriation.

The claimant will know and abide by SCI's zero tolerance policy with respect to fraud, bribery and corrupt practices and shall comply fully with all applicable laws, statutes, regulations and codes related to Bribes and bribery.

The Claimant shall immediately notify SCI as soon as he is aware of any fraud, bribery or bribery or corrupt act, suspected or attempted, and will investigate and act against any fraud, bribery or bribery

The claimant warrants that neither he nor his staff, agents, partners, subcontractors, suppliers/service providers and associates related to the contract:

- have given or accepted, or offered or agreed to give or accept any payment, gift or other benefit (i.e. a bribe) to induce anyone to contract or act inappropriately or to reward that person for acting in the So
- will not give or accept, or will not offer or agree to give or accept any payment, gift or other benefit (i.e. a bribe) to induce any person to contract or act in an improper manner or to reward this person for having acted in this way

Neither the claimant nor his staff, agents, partners, subcontractors, suppliers/service providers and associates shall accept in their own interest any trade Commission, rebate or payment or similar benefit in Relationship to this contract.

15.3 terrorism and Parties struck by a prohibition:

The Claimant undertakes not to carry out any financial transactions or to make any agreement with a party affected by a ban (i.e. any person or entity that is prohibited or named on the official list of a government, the EU or United Nations for having participated directly or indirectly in terrorist activities or acting on behalf of a country under sanctions) ("Party struck by a ban") in connection with this agreement.

During the period of validity of this contract, the partner undertakes to inform SCI immediately, if he became aware of any connection whatsoever between the contractor and any organization or individual that might appear to be related to a in any way to terrorist activities or whose name appears on any list of sanctions

The claimant will ensure that any person associated with the contract who carries out services or supplies goods in connection with this contract has signed a written contract that imposes on that person conditions equivalent to those imposed on the contractor in such clauses and compels it to comply with it. The claimant will be responsible for ensuring compliance with these persons ' obligations and will be directly responsible to SCI for any violation of these conditions by such persons.

Article 16: Notices

All notices and other communications necessary or authorized between the parties under this agreement must be written and sent by mail or fax to the address or number that the parties have defined below. No communication will be considered effective until it is received, and it will be deemed received when:

By post: as soon as issued and confirmed by acknowledgement of receipt;

By fax at the time of shipment subject to confirmation of transmission not interrupted by transmission ratio.

If to the provider: **Cabinet**

 Mr ..., The Director

 Address: ...

 Tel:

If to the Client: **Save The Children International - Niger**

 Mister Paul WM Armour, country Director

 Address: Quartier Plateau PL54,

 Rue des Lacs-BP 12670-Niamey-Niger

 Tel: (+ 227) 20 72 54 74/75

Article 17: Assignment

The claimant may not assign this contract or any of its obligations without the prior written consent of the customer.

Article 18: Amendments

Except as otherwise provided in this Agreement, no amendment or renunciation of any of the provisions of this Agreement shall be valid unless stated in a written document signed by both parties.

Article 19: Severability

If any provision of this agreement is declared invalid under any applicable law, such invalidity shall not affect the other provisions of this contract, which shall have effect without the invalid provision. In addition, all terms and conditions of this Agreement shall be deemed to be enforceable to the fullest extent permitted by applicable law.

Article 20: Final Disposition

The annexes listed in Article 2 are part of the contract. The claimant must read and interpret them.

This agreement contains twenty (20) articles including this one and replaces all prior agreements between the Parties.

This agreement is drawn up in two (2) original copies, each of the parties having to receive an original for all intents and purposes, and these copies constitute together a single instrument.

In witness whereof, the parties below, acting by their duly authorized representatives, have signed this agreement to the dates Indicated below:

Signed for and on behalf of the Claimant

Signed for and on behalf of the Client

**Signature
and Date**

Name

Title

**Signature
and Date**

Name

Title

Stamp

Stamp

5. SCI POLICIES

Policy Title:	Code of Conduct
Version:	1.0
Approved Date:	29 th January 2014
Approved by:	Madalyn Brooks, Chief of People Officer
Author:	Joan Coyle, HR Director
Review Date:	29 th July 2017

section I

I.1 POLICY STATEMENT

This policy - the Code of Conduct - applies to Save the Children International (SCI) employees, trustees, volunteers, interns, trainees, contractors and consultants and others who represent our organisation. The policy applies to us 24/7, 365 days a year, and is as relevant and applicable to our personal life as it is to our professional life. For this reason, all those who work for SCI or who represent the organisation in any capacity are required to sign a declaration confirming that they have read and understood the Code of Conduct and agree to comply with the requirements of the Code at all times.

- SCI is a rights based organisation. Those who work for SCI, in whatever capacity, endorse the concept of human rights in general and children's rights in particular, and commit to respecting those rights in all our decisions and actions.
- SCI's work is based on deeply held values and principles. It is essential that our commitment to children's rights and humanitarian principles is supported and demonstrated by all employees and other representatives. If any of us fails to act in a way that is consistent with our values and principles, we fail as an organisation.
- Our ability to achieve our aims, often in complex and insecure environments, is linked to our reputation. This reputation relies heavily on everyone who works for us upholding and promoting high standards of conduct. Working for SCI means you are accepting a special responsibility for safeguarding human rights in general and children's rights in particular.
- The basic values of SCI require that we observe the laws, customs and traditions of countries worked in or visited. In cases where such laws, customs or traditions contravene the UN Convention on the Rights of the Child and/or the Universal Declaration of Human Rights, these latter two shall prevail. They are founded on the conviction that all children and adults are of equal value, children have special rights and everyone has a responsibility to uphold those rights.
- If you are a manager, you have a particular responsibility to set a good example; and to create a working environment that supports employees and other representatives in upholding these standards and that helps you to manage behaviour that breaches the Code of Conduct.

- With this common rights perspective, we strive for exemplary behaviour and the realisation of effective and reliable work for children's rights. We consider that it is of the utmost importance to ensure that all resources are used in an appropriate and effective way, be they personal or economic resources, and that they are used for the means for which they are designated.
- In order to make this Code of Conduct come alive within Save the Children, we must not only apply it individually but also be ready to bring to the attention of relevant senior managers within SCI any potential incident, abuse or concern that we witness or of which we are made aware.

SEction 2

2.1 principles

The Code of Conduct requires that all those who work for SCI, in whatever capacity, sign up to and adhere to the principles set out in the statement below:

1. I will respect others:

- I will respect the basic rights of all human beings, regardless of gender, disability, ethnicity, religion, caste, language, HIV status and other aspects of identity. I will act fairly, honestly and tactfully in order to treat people with dignity and respect.
- I will not take part in any form of discrimination, harassment, or abuse (physical, sexual or verbal), intimidation or exploitation, or in any other way infringe the rights of others.

2. I will work actively to safeguard children:

By carrying out my special responsibility for children to whom SCI has a duty of care and by creating a safe environment for children in order to prevent their physical, sexual or emotional abuse or neglect.

I will:

- Comply with all relevant policies and procedures
- Attend all required training
- Report any concerns about the welfare of a child or the behaviour of an adult

I will not:

- act in any way that breaches SCI's Child Safeguarding Policy and procedures or in any way places children at risk of harm;
- Withhold information about any current criminal convictions, charges or civil proceedings relating to child abuse, either when I join SCI or arising during my time of employment with SCI or during the period in which I am representing SCI in any capacity.

3. I will maintain high standards of personal and professional conduct:

By striving for high standards in my work, taking responsibility for my actions and not abusing my position of power as a representative of SCI. I will not behave in a way that undermines my ability to do my job or is likely to bring SCI into disrepute.

I will not:

- engage in sexual relations with anyone under the age of 18, or abuse or exploit a child in any way
- exchange money, employment, goods or services for sexual favours or engage in any form of sexual exploitation
- drink alcohol or use any other substances in a way that affects my ability to carry out my role or affects the reputation of the organisation
- be in possession of, nor profit from the sale of, illegal goods or substances
- ask for or invite any personal payment, service or favour from others, especially beneficiaries, in return for our help, support, goods or services of any kind
- accept bribes or significant gifts (except small tokens of appreciation) from governments, beneficiaries, donors, suppliers or others which have been offered as a result of my employment or other representational role with SCI
- enter into any sort of business relationship on behalf of Save the Children with family, friends or other personal/professional contacts for the supply of any goods or services to SCI or any employment related matters without authorisation.
- view, download, create or distribute inappropriate material, such as pornography, on SCI computer/systems, or any other computer systems, including my own personal property.

4. I will seek to protect the safety and wellbeing of myself and others:

- By being aware of and complying with local SCI health & safety and security policies and practices and highlighting any areas of concern to management.
- I will not behave in a way that causes unnecessary risk to myself or others.

5. I will protect Save the Children's Assets and Resources:

- By handling our financial and other resources carefully, ensuring that SCI's resources are not mis-used and protecting them from theft, fraud and damage.
- I will not release to others any private and confidential information relating to SCI (or for which we are responsible) unless legally required to do so.

6. I will report any incident or concern that relates to, or may relate to, a breach of this Code of Conduct.

- I recognise that in order to realise our ambitious goals for children, SCI must effectively report and respond to any fraud, misconduct or wrongdoing by our employees and representatives; and that employees/representatives are therefore expected to raise any concerns they may have about the conduct of others or the way we operate as an organisation.
- Therefore I **will** raise any matter that I believe are in breach of – or may be in breach of - the Code of Conduct through the appropriate channels.

section 3

3.1 Supporting/RELATED documentation

Links to Supporting Documentation	
1.	UN Convention on the Rights of the Child

	UN Declaration of Human Rights UN Secretary-General's Bulletin on the Prevention of Sexual Exploitation and Abuse
2.	SCI Child Safeguarding Policy
3.	SCI Whistleblowing Policy
4.	SCI Disciplinary Policy
5.	Personal Declaration form

PERSONAL DECLARATION

I confirm that I have read, understood and shall abide by the Code of Conduct principles for the entire period I am working or associated with, and or represent, Save the Children. I understand that violation of any of the above code of conduct can, depending on the degree of severity, result in immediate disciplinary action which can include dismissal.

I will raise through appropriate channels any matter which appears to break the standards contained within this Code of Conduct

..... Job title

Signature

..... Date

Name in block letters

Policy Title:	Child Safeguarding Policy
Version:	1.0
Approved Date:	1 st February 2014
Approved by:	Madalyn Brooks, Chief People Officer
Author:	Richard Powell, Director of Global Child Safeguarding
Review Date:	01/04/2017

Section I

I.1 POLICY STATEMENT

Children who come into contact with Save the Children as a result of our activities must be safeguarded to the maximum possible extent from deliberate or inadvertent actions and failings that place them at risk of child abuse, sexual exploitation, injury and any other harm.

This responsibility falls upon all of our staff and representatives and is reflected across many policies. This duty of care is enshrined in our Child Safeguarding Policy.

The Policy requires:

- Save the Children to recruit only representatives who are suited to work with children and to apply strict child safe recruitment practices
- That everyone associated with the organisation is aware of their obligations and responds appropriately to issues of child abuse and the sexual exploitation of children.
- That anyone who represents our organisation behaves appropriately towards children and never abuses the position of trust that comes with being a member of the Save the Children family
- That everyone who represents the organisation must actively create a safe environment for children who come into contact with the organisation.
- All activities and programmes of work including during the response to Humanitarian emergencies are assessed for risks to children which are reduced or removed by all means within our control
- Central, Regional and Country Offices establish and maintain systems which promote awareness of Child Safeguarding, enable the prevention of harm, facilitate the reporting of and responding to safeguarding concerns.

In this way we make Save the Children *safe* for children and by creating a child safe organisation; we honour their rights and our aspirations.

SECTION 2

2.1 principles

The Child Safeguarding Policy is committed to and guided by the principles of:

- **Personal responsibility.** All representatives of Save the Children International must demonstrate the highest standards of behaviour towards children both in their private and professional lives. They have a responsibility to understand and promote the policy. They must do all that they can

to prevent, report and respond appropriately to any concerns or potential breaches of the policy.

- **Universality.** The Policy includes mandatory requirements that apply to everyone in all aspects of Save the Children International's work regardless of how and where they work including during the response to humanitarian emergencies.
- **Standards based approach.** Save the Children has adopted a standards based approach to Child Safeguarding. Our safeguarding standards and standards of staff behaviour are often higher than those of the national laws and community custom or tradition. Nevertheless, it is our standards that representatives agree to when they join the Save the Children family and it is to these that they will be held account.
- **Openness.** We aim to create an environment in relation to child safeguarding issues, where any issues or concerns can be raised and discussed
- **Transparency and accountability.** This is essential in order to ensure that poor practice can be addressed, potentially abusive behaviour can be challenged and best practice promoted.
- **Accountability to children and their communities.** Through strengthening our internal systems, standards and practice we will be more accountable to the people we aim to serve.
- **Children participation and non- discrimination.** Children should be empowered to understand their rights in this area, and made aware of what is acceptable and unacceptable, and what they can do if there is a problem or a concern.
- **The Best Interest of any children involved.** When dealing with a Child Safeguarding concern, the best interest of the child will be our priority and we will strive to ensure their safety, health and well- being including meeting their emotional, psychological and physical needs.
- **Confidentiality.** All Child Safeguarding concerns/reports/ investigations will be dealt with on a need to know basis and all records will be held securely. Likewise, communication will be confidential and secure.
- **Timeliness.** Given the potential for increased or repeated abuse, timely responses are essential and the accompanying procedures establish mandatory time limits on reporting and responding to concerns.
- **Compliance.** The policy will be implemented in adherence with the Child Safeguarding Protocol of the Save the Children Association and Save the Children International 2010, the U.N.C.R.C.1989; The Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse 2003, the U.K. Charity Commissioners and with due consideration to the local legal frameworks.
- **Uniformity.** This policy applies both during, after and in between work hours.
- **Ambition.** Save the Children aims to be able demonstrate that it is a leader in the field of safeguarding children.
- **Partnership.** We will work together with other agencies to promote Child Safeguarding within organisations and Child Protection within the wider community.

Section 3

3.1 definitions

Word/Term	Definition
Child	is defined as anyone under the age of 18 years ¹
Child Safeguarding	<p>Within Save the Children, the term refers to the set of policies, procedures and practice that we employ to ensure that Save the Children itself is a child safe organisation.</p> <p>We know that harm can befall children as a result of deliberate actions by a tiny minority of staff and representatives. We have a zero tolerance to such behaviour and pursue rigorous policies to prevent and respond to these issues. We aim to ensure that everyone associated with the organisation is aware of and responds appropriately to issues of child abuse and the sexual exploitation of children. We aim to ensure that anyone who represents our organisation behaves appropriately towards children both in work and outside work and never abuses the position of trust that comes with being a part of the Save the Children family.</p> <p>However, we also know that inadvertent actions, the lack of preventative actions and other failings on our part can and do sometimes have the unintended consequence of causing harm. Plus, preventable accidents can happen. We have seen examples of this across our developmental, humanitarian; fundraising, campaigning and advocacy work in every region where we work. Applying a safeguarding approach to the planning of programmes or in a myriad of other forms of engagement we have with children can be effective in mitigating and removing those risks.</p> <p>In other words, Safeguarding is our attempt to ensure that everything which lies within our control is done to ensure the safety and welfare of children that we work with.</p> <p>It helps in ensuring the rights of children within their communities are based on sound foundations. Some agencies continue to use the term Child Protection for this aspect of work, however, we have found it advantageous to differentiate between this and the broad scope of Child Protection work. UN agencies often refer to aspects of this work under</p>
	the term Prevention of Sexual Exploitation and Abuse (PSEA) as outlined in the U.N. Secretary General's Bulletin of 2003.
Child Abuse	Child Abuse consists of anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood The main categories of abuse are defined by WHO as Physical Abuse, Emotional Abuse, Neglect and Negligent Treatment, Sexual Abuse, and Exploitation, Physical Abuse involves the use of violent physical force so as to cause actual or likely physical

¹ U.N. Convention on the Rights of the Child 1989

	<p>injury or suffering, (e.g. hitting, shaking, burning, female genital mutilation, torture.)</p> <p>Emotional or psychological abuse includes humiliating and degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation. Sexual Abuse includes all forms of sexual violence including incest, early and forced marriage, rape, involvement in pornography, and sexual slavery. Child sexual abuse may also include indecent touching or exposure, using sexually explicit language towards a child and showing children pornographic material.</p>
Sexual Exploitation	<p>means any actual or attempted abuse of a 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. ²</p>
Sexual Exploitation of a Child,	<p>The sexual exploitation of a child who is under the age of consent, is child sexual abuse and a criminal offence. An underage child cannot legally give informed consent to sexual activity. Save the Children considers that:</p> <ol style="list-style-type: none"> sexual activity with a child with or without their consent is child abuse and a crime e.g. rape, indecent assault; any sexual activity with a child who is under the legal age of consent of the country in which she/he lives and/or in which the offence occurs regardless of whether they consent is child abuse and a crime; consensual sexual activity with a child over the legal age of consent of the country in which she/he lives and/or in which the offence occurs, but below 18 years (although not a crime) will be dealt with as a breach of this Child Safeguarding Policy and the Code of Conduct.
The scope of this policy	<p>This Policy applies to:</p> <p>Save the Children International staff, whether national, international, full time, part time or engaged on short-term contracts, e.g. consultants, researchers etc.</p> <ul style="list-style-type: none"> Staff Members of SCI, Save the Children members and other representatives (other representatives); Volunteers, trustees and board members, staff and representatives of partner agencies (including consortium partners) and any other individuals, groups or organizations who have a formal/contractual relationship with Save the Children International that involves any contact with children (unless it is formally agreed that a partner organisation may enforce its own safeguarding or protection policy), referred to as “partners or staff of partner agencies” Donors, journalists, celebrities, politicians and other people who visit Save the Children programmes or offices in order to make contact with children

² Secretary General's Bulletin Special Measures for Protection from Sexual Exploitation and Sexual Abuse 2003 ST/SGB/2003/13

	<p>must be made aware that this Policy applies to them while visiting our programmes or offices. (During this time they are referred to as “representatives”)</p> <ul style="list-style-type: none"> • All of the above must act in accordance with this Protocol in both their professional and their personal lives. <p>Breaches in the policy can lead to disciplinary action including possible dismissal. For partners/contractors breaches can lead up to and including termination of relation including contractual & partnership agreement. Where relevant, the appropriate legal or other frameworks as per the national laws will be referred to.</p>
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3.2 Supporting/RELATED documentation

Links to Supporting Documentation	
1	A Sample List of Unacceptable Behaviour for Save the Children Representatives, both in Personal Life and Professional Life.
2	Code of Conduct https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/HR%20Management/SCI_HRM_POL_CodeOfConduct_EN.docx
3	Whistle Blowing Policy https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/HR%20Management/SCI_HRM_POLICY_Whistleblowing_EN.doc
4	Key Reference Documents <ul style="list-style-type: none"> • Child Safeguarding Policy https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_POL_Child%20Safeguarding%20Policy_EN.docx • Code of Conduct https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/HR%20Management/SCI_HRM_POL_CodeOfConduct_EN.docx Management Roles <ul style="list-style-type: none"> • TOR Child Safeguarding Focal Point https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_CSFOcalPointsTOR_EN.doc • Global Guidance for Dealing with Cases of Abuse and Exploitation https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_Standard13AppendixB_EN.docx • Child Safeguarding roles in Job Descriptions https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_TOL_CSRresponsibilitiesForJDs_EN.doc • T.O.R. Crisis Management Team • Child Safeguarding Budgeting Tool Awareness, Induction and Training

- Country Office Training of Trainers
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_EAfricaOctParticipantsAgendaTOT_EN.doc
- Country Office Training of Child Safeguarding Focal Points
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_PanamaCSFPTTrainingParticipantsAgenda_EN.docm
- Country Office Introductory Training Materials
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_ConceptForChildFriendlyMaterial_EN.docx
- Child safeguarding in Emergencies and Humanitarian Crises : Keeping Children Safe
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/Child%20Safeguarding%20in%20emergency_pocket_guide.pdf
- Partners Training: Keeping Children Safe www.keepingchildrensafe.org.uk
- Guidance on Cultural Challenges on physical punishment; physical punishment in education, early marriage; child labour; Female Genital Mutilation
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_FGM_Summary2009_EN.docx

Awareness Raising Material

- Awareness Raising Material Adults
- Awareness raising Material 13-18 years
- Awareness raising Material 8-13 years
- Awareness raising Material 5- 8 years

Country or Local Procedures

- Guidance for Country Directors on how to establish Country or Local Procedures and how to undertake a Mapping Exercise.
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_WhatWeShouldKnowFeelAboutCS_EN.docx

Risk Assessment and Mitigation

- Sample Risk Assessment logs
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_PRC_EstablishingManagingEffectiveChildSafeguardingStandardII_EN.docx

Visitors

- Sample PDI statement

https://onenet.savethechildren.net/sci/security/Lists/pre_departure/AllItems.aspx

Partners, Contractors and Sub Grantees

- Sample simplified policy for inclusion in contracts
https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_CSBriefingForVisitorsToCOAndPrograms_EN.docx
- Keeping Children Safe Training materials: www.keepingchildrensafe.org
- Partnership Assessment Tool/Framework

	https://onenet.savethechildren.net/tools/QualityFramework/QFDocuments/Child%20Safeguarding/SCI_CS_GUI_SimplifiedCSPolicyForSuppliersContractorsAndOthers_EN%20(002).doc
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Annex I

Sample List of Unacceptable Behaviour

Staff, partners and other representatives must never:

1. Hit or otherwise physically assault or physically abuse children.
2. Engage in sexual activity or have a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Develop relationships with children which could in any way be deemed exploitative or abusive
4. Act in ways that may be abusive in any way or may place a child at risk of abuse.
5. Use language, make suggestions or offer advice which is inappropriate, offensive or abusive
6. Behave physically in a manner which is inappropriate or sexually provocative
7. Have a child/children with whom they are working to stay overnight at their home unsupervised unless exceptional circumstances apply and previous permission has been obtained from their line manager
8. Sleep in the same bed as a child with whom they are working
9. Sleep in the same room as a child with whom they are working unless exceptional circumstances apply and previous permission has been obtained from their line manager
10. Do things for children of a personal nature that they can do themselves
11. Condone, or participate in, behaviour of children which is illegal, unsafe or abusive
12. Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse
13. Discriminate against, show unfair differential treatment or favour to particular children to the exclusion of others.
14. Spend excessive time alone with children away from others in a manner which could be interpreted as inappropriate
15. Expose a child to inappropriate images, films and websites including pornography and extreme violence
16. Place themselves in a position where they are made vulnerable to allegations of misconduct

(This is not an exhaustive or exclusive list. Staff, partners and other representatives should at all times avoid actions or behaviour which may allow behaviour to be misrepresented, constitute poor practice or potentially abusive behaviour.)

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Review Date:	27/01/2015

section 1

1.1 POLICY STATEMENT

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

All SCI employees, partners and vendors have a duty to protect the assets of SCI and to comply with relevant laws (including the UK Bribery Act 2010).

SEction 2

2.1 principles

2.1.1 SCI's policy on Fraud, Bribery and Corruption is guided by the principles of:

- Integrity – SCI will act in a principled and honest fashion.
- Legitimacy – SCI will abide by all applicable laws relating to fraud, bribery and corruption.
- Timeliness – SCI staff will report suspicions of fraud, bribery or corruption in a timely manner.
- Fairness – SCI will investigate allegations of fraud, bribery or corruption in an even-handed way.

2.1.2 SCI maintains systems and procedures to ensure that the risks of fraud, bribery and corrupt practices are minimised and that any incidents are detected, investigated, reported and dealt with effectively where they do occur.

2.1.3 Where fraud, bribery or corrupt practices are detected, SCI will investigate and take appropriate action against staff, consultants, volunteers, partners, vendors and any other implicated party.

2.1.4 SCI staff, consultants, contractors, secondees, interns and volunteers **must immediately report** any suspicion of fraud, bribery or corrupt practices to the Country Director (if at country office), to the Regional Director (if at regional office) or to a member of the senior leadership team (if at the centre).

	<p>If they do not feel able to report directly to their Country Director, staff can report to their line manager or to scifraud@savethechildren.org. For further details about how to report, please see the Fraud, Bribery and Corruption Procedure.</p>
2.1.5	Failure to report fraud, bribery or corruption will be treated as a serious issue and may result in disciplinary measures being taken.
2.1.6	Attempted fraud, bribery or corruption will be treated with the same seriousness as actual fraud, bribery or corruption under this policy.
2.1.8	Partners and suppliers must report to SCI and take action against fraud, bribery or corruption occurring in their organisation and must immediately report to their contact at SCI (or the relevant SCI Country Director) any suspicion of fraud, bribery or corruption within SCI.

section 3

3.1 definitions

Word/Term	Definition
<p>“Bribery” or “corrupt practices” or “corruption”</p>	<p>Offering, giving, receiving or soliciting a financial or other advantage in connection with the performance of a position of trust or a function that is expected to be performed impartially or in good faith. Behaviour which amounts to bribery and corrupt practices includes but is not limited to:</p> <ul style="list-style-type: none"> • <u>Paying or offering a bribe</u> – where an individual improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another person in order to influence their conduct in any way. • <u>Receiving or requesting a bribe</u> – where an individual improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence his or her conduct in any way. • <u>Receiving a so-called ‘graft’ or ‘facilitation’ payment</u> – where an individual improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway. For example: where a member of staff at a partner refuses to issue the required travel authorisations without a personal payment also being made. • <u>Nepotism or patronage</u> – where an individual improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts, jobs or other material advantages. • <u>Embezzlement</u> - where an individual improperly uses funds, property, resources or other assets that belong to SCI or a connected organisation or individual. For example, a member of staff using building contractors who have been employed to work on a SCI project to work on their own personal property.

	<ul style="list-style-type: none"> • <u>Receiving a so-called 'kick-back' payment</u> – where an individual improperly receives a share of funds or a commission from a supplier as a result of their involvement in a corrupt bid or tender process. • <u>Collusion</u> – where an individual improperly colludes with others to circumvent, undermine or otherwise ignore SCI's rules, policies or guidance. For example, where an individual tries to fix the level of a tender in order to bring it below a certain threshold which has been set by SCI. • <u>Abuse of a position of trust</u> – where an individual improperly uses their position within SCI or a connected organisation to materially benefit themselves or any other party. For example, an individual intentionally accessing confidential material they are not entitled to or passing confidential information (such as the contents of a tender bid) to a third party.
"Fraud"	<p>An act of deception intended for personal gain or to cause loss to another party (even if no such gain or loss is in fact caused). Behaviour which amounts to fraud includes but is not limited to:</p> <ul style="list-style-type: none"> • False invoicing – where an individual knowingly creates or uses invoices that are false in any way. • Expenses fraud - where an individual dishonestly uses the expenses system to pay money or other benefits that the recipient is not entitled to. • Procurement fraud - where an individual engages in any dishonest behaviour relating to procurement or tendering process, e.g. falsely created bids or quotes. • Supply chain fraud - where an individual misdirects or steals goods, forges stock records, or creates fictitious companies through which to channel payments. • Payroll fraud - where an individual dishonestly manipulates the payroll system to make unauthorised payments to him or herself or another. For example, by creating 'ghost' employees or dishonestly increasing one's own salary. • Tax or duty evasion – where an individual knowingly avoids payment of a tax or other duty that he or she is aware should be paid. • False accounting - where an individual deliberately enters false or misleading information into any form of accounting or financial record. • Forgery - where an individual dishonestly creates or alters a document so that the information contained in it is incorrect or in any way misleading. • Bank or cheque fraud - where an individual dishonestly manipulates any banking system or record (such as a cheque, bank statement or electronic transfer).

	<ul style="list-style-type: none"> • Brand fraud - where an individual dishonestly uses Save the Children's name, branding or documentation for unauthorised or illegitimate ends. • Conflict of interest - where an individual knowingly has an undisclosed business interest in an entity involved in a commercial relationship with Save the Children. • Theft – where an individual dishonestly takes or appropriates any item of property that belongs to another.
"Individual"	In the definitions above this may include but is not limited to an employee, consultant, contractor, intern, secondee or volunteer of SCI, it's implementing partners and suppliers.

3.2 Supporting/RELATED documentation

Links to Supporting Documentation	
I.	Fraud, Bribery and Corruption Procedure