

INVITATION TO TENDER FOR SAVE THE CHILDREN INTERNATIONAL

Global Jan 2020

Mobile Satellite Solutions (Hardware and Airtime Services)



Date:

Jan 2020

Invitation to Tender (ITT) Reference No:

GHT2020-001

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of Mobile Satellite Solutions (MSS) inclusive of handsets, accessories and airtime. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

Below is a summary of all the information included in the tender pack (you can use the hyperlinks to navigate the document:

- Part 1: Invitation to Tender Document
 - 1) Introduction to SCI
 - 2) Project Overview and Requirements
 - 3) Award Criteria
 - 4) Instructions & Key Information
- Part 2 : Core Requirements and Specification
 - Provides a detailed description of SCI specific requirements for example; volumes, delivery dates / locations, product specifications etc.
- Part 3 : Bidder Response Document
 - A template to be used to submit your response to this Invitation to Tender.
 - Includes the Terms & Conditions of Bidding.
- Part 4 : Appendices
 - Appendix 1 Terms & Conditions of Purchase
 - Appendix 2 Child Safeguarding Policy
 - \circ Appendix 3 Save the Children Anti-Bribery and Corruption Policy
 - o Appendix 4 Save the Children's Human Trafficking and Modern Slavery Policy

Responses should be submitted no later than <<17:00 on 28/02/2000>> using the Bidder Response Document provided in <u>Part 3 (separate</u> of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed <u>here</u>.

Queries should be directed to ict-tenders@savethechildren.org.

We look forward to receiving your response.

Mark Hawkins Global Humanitarian Technology Manager

PART I - INVITATION TO TENDER

I. INTRODUCTION TO SAVE THE CHILDREN

SCI is the world's leading independent organisation for children. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

Our Vision – a world in which every child attains the right to survival, protection, development and participation.

Our Mission – to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

We do this through a range of initiatives and programmes, to:

- Provide lifesaving supplies and emotional support for children caught up in disasters like floods, famine and wars.
- > Campaign for long term change to improve children's lives.
- Improve children's access to the food and healthcare they need to survive.
- > Secure a good quality education for the children who need it most.
- Protect the world's most vulnerable children, including those separated from their families because of war, natural disasters, extreme poverty or exploitation.
- > Work with families to help them out of the poverty cycle so they can feed and support their children.

For more information on the work we undertake and recent achievements, visit our website at <u>www.savethechildren.net</u>



Invitation to tender

2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 PROJECT OVERVIEW

Please see below a summary of the requirements for which Save the Children invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications / drawings etc.) can be found in <u>Part 2 (Core Requirements & Specifications)</u> of this Tender Pack.

Item	Description
Country	Global – This tender will lead to the award of a global contract
Description of goods or services	Mobile Satellite Solutions (MSS) inclusive of satellite telephones, portable data terminals, tracking devices, voice & data services and accessories.
Duration	Three years initial contact with annual extensions up to total contract length of five years.
Agreement Type	SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a 'Framework Agreement or FWA'. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.

3. AWARD CRITERA

SCI is committed to running a fair and transparent tender process, and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses will be evaluated against three categories of criteria: Essential Criteria, Capability Criteria, and Commercial Criteria.

These criteria have been especially created to help SCI determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

3.1 ESSENTIAL CRITERIA

These are criteria which bidders **must** meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process. This criteria is scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

3.2 CAPABILITY CRITERIA

These are criteria will used to evaluate the bidders ability, skill and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same preagreed Capability Criteria, which will have been created by a committee of representatives from SCI.

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3.3 COMMERIAL CRITERIA

These criteria will be used to evaluate the commercial competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Commercial Criteria, which have been created by a committee of representatives from SCI.

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 40%. The Capability Criteria will account for up to 60% of the score.

4. BIDDER RESPONSE DOCUMENT

To ensure bidders provide all the required information in order for SCI to be able to effectively evaluate bidders bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

Further information on the Bidder Response Document can be found in Section 4 of this Tender Pack, and a copy of the Bidder Response is provided in Schedule 2.

5. VETTING

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Save the Children. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), SCI may reverse their award decision.

6. **BIDDER INSTRUCTIONS**

6.1 TIMESCALES

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

Activity	Date
Issue Invitation to Tender	Thurs 30 th Jan 2020
Deadline for questions from	Friday 21 st Feb 2020
Bidders	
Deadline for Return of Bids	Friday 28 th Feb 2020
Bid Clarifications	By 14th March 2020
Award Contact	By 27 th March 2020
Go Live	From 6 th May



Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, SCI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

6.2 DOCUMENTATION FOR SUBMISSION

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document template in <u>Part 3</u> (Published as a separate document) of this Tender Pack. Any bids received using different formats will not be accepted.

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria which will be used to evaluate the quality of the bids received. Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

6.3 SUBMISSION OF BIDS

Responses will only be accepted in the requested format. Any incomplete responses or responses not in the format of the provide templates may be treated as void.

Bids can be submitted electronically as follows:

Electronic Submission

- > An email containing a copy of the bid:
 - a. Email should be sent to ght2020-001@savethechildren.org
 - b. Email should be addressed to Satcoms Tender Committee. Please note this email box is a sealed tender box so DO NOT SEND QUESTIONS related to this tender to this email address.
 - c. The subject of the email should be "Invitation to tender GHT2020-001 Bidder Response 'Bidder Name', 'Date"
 - d. All documents should be clearly labelled so it is clear to understand what each file relates to.
 - e. Email size should not exceed 15mb if this limit is breached bidder should split the submission into two or more emails.
 - f. If the bid needs to be compressed, use sip format only. Do not use other formats which are not supported by Microsoft Windows 10.
 - g. Do not copy other SCI email addresses into the email when you submit it as this may invalidate your bid.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **1700 on Friday 28**th **February 2020** Failure to submit your bid prior to the Closing Date may result in your quote being void.



All Bids must remain valid and open for consideration for a period of not less than 60 days from the Closing Date.

6.5 KEY CONTACTS

Should you have any questions about Save the Children, this invitation to tender or anything related to this document, please contact the Save the Children contact detailed below. Enquiries should be submitted in writing via email / mail.

Mark Hawkins ICT-Tenders@savethechildren.org

Please be advised local working hours are 0900-1700 UK Time

Responses to questions will normally be answered within three working days.

Where the enquiry may have an impact on other parties within the process, Save the Children will notify all other Bidders to maintain a fair and transparent process. Normally these answers are circulated as a weekly Q&A update.

Please do not submit any questions to the email address used for tender submissions – this is a sealed mailbox and questions will not be read or responded to.

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

I. INTRODUCTION TO MOBILE SATELIITE SOLUTIONS AT SAVE THE CHILDREN

Mobile Satellite Solutions (MSS) are used widely by Save the Children International (SCI) in many countries. Our teams depend on MSS for staff safety and security in countries where there is a high risk to operations from natural disasters or direct threat to safety of life due to war and other events.

This tender calls for bids from MSS providers who are able to provide a value for money service as well as being quick to respond to support requests during a security incident or during the onset of a natural disaster.

Currently, SCI is operating 525 MSS connections in over 40 countries (See section 4 for a detailed breakdown of our current connections).

2. SPECIFIC REQUIREMENTS

The winning bidder will be deliver the following requirements:

- Define a migration plan to move existing connections to a new service (Note: This is not a requirement for incumbent suppliers). Provide information about any charges for migration if applicable.
- Provide competitive subscription and airtime usage/data pricing for each handset.
- Provide ex-works pricing free of taxes for new handsets. For bidders operating out of multiple countries, ex-works pricing should be provided for each location if there are differences.
- Cost of SIM cards and any changes to initiate a new connection.
- Minimum contractual commitment for each network connection type.
- Access to a portal & itemised billing (see section 3 for more information)
- Routine, security incident and Emergency Response SLAs (see section 3 for more information,
- Dedicated account manager.
- Multiple language support.
- Ability to hold pricing for up to 12 months.

3. SPECIFICATIONS

Note: This section defines all specifications required for a future contract. Pricing for goods and services should be provided in United States Dollars (\$USD).

3.1 **MSS Devices:** Please provide pricing for the following Satcoms Kits. Each kit should be supplied with a bag which is sufficient to hold the MSS terminal and all accessories. It is not necessary to supply branded bags from Satcoms makers as they are often not big enough to hold the extra items we may specify in our kits.

KIT ID	Network	Description	Kit Contents
SCI-MSS-01	Inmarsat	Cobham Explorer 510 BGAN	 Inmarsat SIM Card BGAN 510 & Standard accessories Bag Surge Protector/International adapter USB/RJ45 converter for networking.
SCI-MSS-02	Inmarsat	Cobham Explorer 540 Dual BGAN	 Inmarsat SIM Card BGAN 540 & Standard accessories Bag Surge Protector/International adapter

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			USB/RJ45 converter for networking
SCI-MSS-03	Inmarsat	iSATPhone 2	 Inmarsat SIM Card ISATPhone2 & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-20	Iridium	Iridium 9555	 Iridium SIM card Iridium 9555 & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-21	Iridium	Iridium Extreme	 Iridium SIM card Iridium Extreme & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-22	Iridium	Iridium Extreme PTT	 Iridium SIM card Iridium Extreme PTT & Standard accessories External PTT Handset Bag Surge Protector/International adapter
SCI-MSS-23	Iridium	ICOM IC-SAT-PTT	 ICOM IC-SAT-PTT & Standard accessories Vehicle mag-mount aerial Bag Surge Protector/International adapter
SCI-MSS-24	Iridium	Thales Mission Link	 Iridium Certus SIM card Thales Mission Link & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-30	Thuraya	Thuraya XT Lite	 Thuraya SIM Card Thuraya XT & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-31	Thuraya	Thuraya XT Pro	 Thuraya SIM Card Thuraya Pro & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-32	Thuraya	Thuraya XT Pro Dual	 Thuraya SIM Card Thuraya Pro Dual & Standard accessories Bag Surge Protector/International adapter
SCI-MSS-33	Thuraya	Thuraya X5 Touch	 Thuraya SIM Card Thuraya X5 Touch & Standard accessories

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			 External SD card 16GB (fast read/write performance Bag Surge Protector/International adapter
SCI-MSS-34	Thuraya	Thuraya IP+	 Thuraya SIM Card Thuraya IP & Standard accessories Bag Surge Protector/International adapter

3.2 **MSS Accessories**: The following accessory kits must be compatible with the MSS kits in section 3.1. Some of the kits list compatibility for multiple units. If the technology does not exist to support a range of products, please propose separate lines in your bid for each type.

KIT ID	Network	Description	Compatability
SCI-MSS-40	Inmarsat	iSATphone 2 Base Docking	SCI-MSS-03
		station	
SCI-MSS-41	Inmarsat	iSATphone Vehicle Docking	SCI-MSS-03
		Station	
SCI-MSS-42	Iridium	Iridium Base Docking Station	SCI-MSS-20
			SCI-MSS-21
			SCI-MSS-22
SCI-MSS-43	Iridium	Iridium Base Docking Station	SCI-MSS 23
SCI-MSS-44	Iridium	Iridium Vehicle Docking	SCI-MSS-20
		Station	SCI-MSS-21
			SCI-MSS-22
SCI-MSS-45	Iridium	Iridium Vehicle Docking	SCI-MSS 23
		Station	
SCI-MSS-46	Thuraya	Thuraya Base Repeater	SCI-MSS-30
			SCI-MSS-31
			SCI-MSS-32
			SCI-MSS-33
SCI-MSS-47	Thuraya	Thuraya Vehicle Docking	SCI-MSS-30
		Station	SCI-MSS-31
			SCI-MSS-32

- **3.3** Individual Items and Spares; in your bid, please provide pricing for a comprehensive list of spares and individuals for the above kits. For example, you should provide pricing for standard MSS boxed items (without the SCI specified additional parts) and replacement parts such as aerials, batteries and external handsets.
- **3.4 Services:** For each network and technology, please provide pricing as follows:
 - The cost of a SIM card
 - Minimum commitment in months from when the SIM is activated
 - Monthly subscription fee
 - Voice call charges (For each network provide charges for terrestrial destinations, GSM and other satellite networks.)
 - PTT Charges
 - Data charges. Provide information about the cost per MB and any data bundles available. For bundled allowances, include information about any roll over policies (i.e. does unused data allowances get transferred to the next month?
 - MSS termination fees (if any)

- Bidders must supply "Post Pay" pricing for subscriptions and usage charges.
- **3.5 Migration:** This is an open tender where SCI wishes to see fair competition. For the past few years, SCI staff have been lobbying Iridium, Thuraya and Inmarsat to set up a process where it's possible to migrate connections from one reseller to another without the need to change SIM cards.

The process of changing over 500 SIM cards is a massive task which will consume a lot of time. In the past this has made it unattractive for Save the Children to take full advantage of better pricing because the effort involved to change over 500 SIM cards across 300+ locations outweighed the benefit of a slightly cheaper tariff.

The process to change SIM cards also has a security risk. Experience has shown that communications have been lost in some places due to administrative failures locally which have prevented SIM cards being deployed before the cut-off date.

We understand that all of the three networks in this bid are able facilitate a switch from one reseller to another without the need to change SIM cards. Bids should submit information about migration as follows:

- Explain the process you will use for migration
- A small sample of SIM cards (located in safe countries) should be migrated first to test the process.
- Provide information about any fees which will be applied during migration.
- Incumbent suppliers should also provide information about migration should they choose to use other channels to provide service (Note: In the past, we have had to manage SIM migrations due to internal changes at an existing reseller).

Under our current contract, each line has a minimum subscription period which starts from the time each individual line is opened. For a smooth migration, bidders are requested to propose a plan to take over lines which may still be within the initial subscription period.

- **3.6** Service Level Agreements: Service level agreements must be submitted as part of the bid. Specifically SLAs must be provide for the following circumstances:
 - **3.6.1 Disaster Response:** As a humanitarian response organisation, Save the Children will send response teams to a crisis globally. So support communications for our response teams, we will require the following service:
 - a) Pre-positioned un-activated SIM cards various SCI sites
 - b) The ability to activate SIM card either via a self-service portal or by support desk.
 - c) Activation available 24/7.
 - d) New SIM cards to be available for use within 2 hours of activation.

e) We require that during a disaster response, that orders placed by SCI are dispatched on the same day the order was received (Subject to restrictions imposed by carriers.)

- **3.6.2** Security Incident: Some of our teams work in insecure environments where urgent requests may be required for satcoms. Such requests could include disclosure of the handset location, a termination of service or an increase in airtime credit. The expectation is for the bidder to have the ability to support these sort of requests 24/7 with a target task completion time of 2 hours.
- **3.6.3** Business as Usual: For all other requests which are routine, the SLA should include the following:
 - Activations: Same day if requested before 1200 (Support centre time) or next business day.
 - Orders of equipment: Next business day

For larger organisations which hands over "out of hours" support to another part of the business, SCI will require that the team handling "out of hours" to have the ability and authority to provide a full service including activation of SIM cards.

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- **3.7 Stock Holding:** The supplier will be required to hold certain stocks for SCI to facilitate a rapid turnover of orders. In the bid, please indicate what virtual stocks your organisation is willing to hold for SCI without SCI being liable for buying.
- **3.8 Account management, billing and reporting:** The following requirements covers all of the admin and account management of a contract:

3.8.1 The bidder will assign a dedicated senior account manager to SCI. The account manager will hold regular review meetings with SCI, and will keep SCI up to date with new services and technologies.

3.8.2 The account will be structured for the purposes of reporting and billing with sub accounts to segregate billing by country.

3.8.3 Monthly invoicing and reporting: Each month, the billing must be produced as follows:

• Itemised invoice per MSS Device showing full usage of airtime and subscription fees.

• Summary report by country listing how many MSS devices are held and spend is per MSS Devices.

• Summary global report listing how many devices per country and total spend per country. This Global summary to be emailed to a specified address each month.

• The ability for SCI to add budget code data to supplier billing (Also known as cost centre)

3.8.4 Portal: The supplier should provide access to an account management portal with the following features.

- Global access accounts for people who need to see data from all sites.
- Regional access Access to groups of countries.
- Local Access Accounts where the account holder can only see national billing data.
- For each account, users should be able to gain read only access to call data, billing, SIM number, Phone Number and any other useful information related to the handset.
- There should be a global view page which lists how many handsets are active in the account.
- For Global access, the user should have the full view of all MSS devices in one page section.
- The portal should also display fault ticket history.

• For a limited number of users, higher level access will be required so that SCI staff can change credit limits, activate prepositioned SIM cards and to suspend SIM cards.

3.8.5 Credit management: For each SIM, two limits will be required. I) Credit Limit – Calls and data to be stopped when the limit is reached. (Incoming calls permitted). Ii) Alert limit – An alert raised when 75% of the credit limit is reached.

Notifications for the Credit Limit and Alert Limit should be sent to the designated account holder email address and if the network permits, by text message to the device.

- 3.9 Innovation: We recognise that MSS providers are experts in their field. If there are other technologies or services which could benefit Save the Children operations, please include them in your bid.
- 3.10 **Procurement system integration:** During 2020, SCI will be launching ProSave which is our internal name for a SAP-Aruba procurement system. As this system is used by many other satcoms clients, bidders should explain how they can interact with SCI through the SAP-Aruba platform.
- 3.11 **Freight:** Save the Children uses a global supplier for shipping goods from suppliers to our field sites. We require that for the shipment of goods that suppliers work with our shipping agents to make the supply chain seamless and trouble free.

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From time to time, we may request that the supplier manage the complete shipping process. Especially when shipping smaller items such as SIM cards. In your bid please explain how your organisation manages shipping from each location you have a dispatch warehouse.

3.12 **Contract:** The winning bidder will be invited to enter into a contract or framework agreement with Save the Children International. There are two options for drafting the legal agreement as follows:

Option A: The supplier agrees to our standard terms and conditions.

or,

Option B: The supplier presents its standard terms and conditions to SCI and allows SCI to add some of its own mandatory clauses.

Note: SCI standard terms and conditions have been created to cover mainly goods and simple services such as freight. For more complex services such as IT and Telecommunications, Option B may the easiest path for all parties to follow.

3.13 **Thuraya Failure Risk:** At the time of writing, Thuraya has not made any formal announcements to replace its aging fleet. Thuraya 1 was launched in 2000, but declared "end of life" in 2007 when it was moved to junk orbit. Thuraya 2 (launched 2003) and Thuraya 3 (launched 2007) are still operational, but have exceeded their planned operational lives of 12 year.

Whilst Thuraya have declared the current fleet is in good health, in the absence of new satellites, it is important to have a plan in place to mitigate against a significant decrease in network performance or complete failure.

As part of this ITT, Bidders are invited to propose a migration plan from Thuraya to Inmarsat and Iridium who are operating new satellite constellations. A plan should include hardware costs and an estimate of shipping fees to the countries listed in the table in section 4 below.

3.14 **Iridium PTT:** With the release of the Icom Iridium PTT handset during 2019, the viability of Iridium PTT as a replacement for HF radio is realistic. SCI uses HF Radio mainly in Africa. During the lifetime of the future FWA, it is possible that we may replace HF Radio with Iridium PTT for fleet management communications and security.

At this stage we cannot provide any estimates on volumes with the exception of our operation in Liberia who are planning to move to 11 PTT handsets.



4. ADDITIONAL INFORMATION

The following table shows the size of our MSS estate as of Jan 2020. Unfortunately we are not able to provide an illustrative list of airtime and data spend average per country.

Country	Thuraya	Iridium	iSAT	BGAN
SC Australia	0	2	1	0
Peru	0	1	1	1
Bhutan	3	0	0	0
Burkina Faso	4	0	0	0
CAR	0	0	0	0
Columbia	0	3	8	0
DRC	50	0	0	0
El Salvador	0	1	2	0
Centre - Emergency Response	2	1	0	2
Ethiopia	44	13	0	0
Centre - Emergency Response	0	1	0	1
Guatemala	0	1	0	0
Haiti	0	8	3	1
Iraq	10	2	0	0
Ivory Coast	6	0	0	0
Kenya	42	8	0	0
Liberia	2	6	4	0
Mozambique/Malawi	3	6	0	0
Mexico	0	3	0	0
Myanmar	4	0	0	0
Nepal	6	0	0	0
Niger	24	0	0	0
Philippines	0	9	0	0
Rwanda	13	0	0	0
Senegal	1	0	0	0
Sierra Leone	5	0	0	1
Singapore	2	0	0	0
Somalia	19	16	0	10
South Sudan	106	0	0	3
Syria	4	5		1
Turkey	3	0	0	0
Yemen	1	0	0	0
Zambia	0	0	4	0
Nigeria	23	10	0	0
Lebanon	3	0	0	0
Jordan	3	0	0	0
Bolivia	0	2	0	0
Nicaragua	0	1	0	0
Totals	383	99	23	20



PART 3 – BIDDER RESPONSE DOCUMENT

NOTE – The Bidder Response document has been separated from this ITT document and published as a separate document in editable MS Word format as part of the RFP pack.

I. INTRODUCTION

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 5 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

- Section I Key information
- <u>Section 2 Essential Criteria</u>
- <u>Section 3 Capability Questions</u>
- <u>Section 4 Commercial Questions</u>
- Section 5 Bidder Submission Checklist
- Schedule I Terms & Conditions of Bidding

At the end of the Bidder Response Document is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

The Bidder is required to sign a copy of the Check list as part of their submission.

2. INSTRUCTIONS

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Save the Children expects and requires. The guidance provided details the **MINIMUM** requirements expected by Save the Children. If a Bidder wishes to add further information which it believes is relevant, this is acceptable but the additional information should be limited to only items which are relevant to the tender.

- For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
- If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
- If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Save the Children through the using the contact details provided for guidance.

By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.



SCHEDULE | – TERMS & CONDITIONS OF BIDDING

Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) **Award Criteria** the award criteria set out in the Invitation to Tender.
- (b) **Potential supplier** a person or organisation who bids for the tender.
- (c) **Conditions** the conditions set out in this 'Conditions of Tendering 'document.
- (d) **Cover Letter** the cover letter attached to the Tender Information Pack.
- (e) **Goods and/or Services** everything purchased by SCI under the contract.

(f) **Invitation to Tender** - the Tender Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.

(g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

(h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.

(i) **Supplier** - the party which provides Goods and/or Services to SCI.

I. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to SCI's Terms and Conditions of Purchase (attached to these Conditions). SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

2. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in SCI's sole discretion exceptional circumstances which have caused the delay.

3. Correspondence

All communications from Potential suppliers to SCI relating to the tender must be in writing and addressed to the person identified in this Invitation to Tender. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by SCI to all Potential supplier s to ensure fairness in the process.

4. Acceptance of tenders

SCI may, unless the Potential supplier expressly stipulates to the contrary in the tender, accept whatever part of a tender that SCI so wishes. SCI is under no obligation to accept the lowest or any tender.

5. Alternative offer

If the Potential supplier wishes to propose modifications to the tender (which may provide a better way to achieve SCI's Specification) these may, at SCI's discretion, be considered as an Alternative Offer. The Potential supplier must make any Alternative Offer in a separate letter to accompany the Tender. SCI is under no obligation to accept Alternative Offers.



6. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

7. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

8. Non-Disclosure and Confidentiality

Potential suppliers must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to SCI's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Potential suppliers shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Potential supplier by SCI by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of tendering for business from SCI;
- not disclose the Confidential Information to third parties without SCI's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

9. Award Procedure

SCI's Procurement Committee will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

10. Information and Record Keeping

SCI shall consider any reasonable request from any unsuccessful Potential supplier for feedback on its bid and, where it is appropriate and proportionate to do so, provide the unsuccessful Potential supplier with reasons why the bid was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which SCI receives the request.

II. Anti-Bribery and Corruption

All Potential suppliers are required to comply fully with SCI's Anti-Bribery and Corruption Policy (attached to these Conditions).

12. Child Protection

All Potential suppliers are required to comply fully with SCI's Child Safeguarding Policy (attached to these Conditions).

13. Human Trafficking and Modern Slavery

All Potential suppliers are required to comply fully with SCI's Human Trafficking and Modern Slavery Policy (attached to these Conditions).

14. Exclusion Criteria

Any Potential supplier is required to confirm in writing that:

• Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended

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business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating
 to the payment of social security contributions or the payment of taxes in accordance with the legal
 provisions of the relevant country in which it the Potential supplier operates.
 Any Potential supplier will automatically be excluded from the tender process if it is found that they are guilty
 of misrepresentation in supplying the required information within their tender bid or fail to supply the
 required information.

15. Conflict of Interest / Non Collusion

Any Potential supplier is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Potential supplier is required to disclose them.
- Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Potential suppliers are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.



PART 4 - APPENDICES

- Appendix 1 Terms & Conditions of Purchase
- **Appendix 2** Save the Childrens Safeguarding Policy
- Appendix 3 Save the Childrens Anti-Bribery and Corruption Policy
- Appendix 4 Save the Childrens Human Trafficking and Modern Slavery Policy
- Appendix 5 Code of Conduct for IAPG Agencies and Suppliers



APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

I Definitions and Interpretation

These terms and conditions ("**Conditions**") provide the basis of the contract between the supplier ("**Supplier**") and Save the Children International (the "**Customer**") in relation to the Agreement ("**Agreement**") (the Agreement and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality and Defects

- 2.1 The Goods and the Services shall, as appropriate:
 - a) correspond with their description in the Order and any applicable specification;
 - b) comply with all applicable statutory and regulatory requirements;
 - c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
 - d) be free from defects in design, material, workmanship and installation; and
 - e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- 2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Compliance and Ethical Standards

- 3.1 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:
 - (a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
 - (b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
 - (c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.
- 3.2 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA), Anti-Harassment, Intimidation and Bullying policy, Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.
- 3.3 The Supplier, its suppliers and sub-contractors shall not in any way (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly in terrorism (b) be involved in the manufacture or sale of arms (c) have any business relations with governments for any war related purpose; or (d) transport the Goods/Services together with any military equipment.
- 3.4 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("Sanctions and Export Control Laws") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall not do anything which would cause the Customer to be in breach of any Sanctions and



Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under this contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents at the relevant delivery address), and shall further inform the Customer where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by the Customer to apply for or obtain any further licences, authorisations or permissions.

- 3.6 In relation to Condition 3.5, the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent. The Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation.
- 3.7 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.8 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 3.9 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer's request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer's personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 3.10 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of verifying compliance with the requirements of Condition 3. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person's consent.

4 Delivery / Performance

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Agreement, and in either case during the Customer's usual business hours, except where otherwise agreed in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Agreement.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Agreement, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract.

Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Price and Payment

- 6.1 Payment will be made as set out in the Agreement and the Customer shall be entitled to off-set against the price set out in the Agreement all sums owed to the Customer by the Supplier.
- 6.2 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer.

7 Termination

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
 - a) the Supplier becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) the Supplier is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer; or
 - c) the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that continued performance of this Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws.
- 7.3 In the event of termination, all existing purchase orders must be completed.

8 Supplier's Warranties

- 8.1 The Supplier warrants to the Customer that:
 - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
 - b) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
 - c) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
 - d) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
 - e) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
 - f) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

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

10 General

- 10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.5 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.6 A person who is not a party to the Contract shall not have any rights under or in connection with it.

II Personal Data

- 11.1 In addition to its obligations of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "Processor"), shall ensure that in relation to any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("Personal Data");
 - (a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "Controller") and only to the extent necessary for the purposes set out in this Contract;
 - (b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;
 - (c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and
 - (d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and
 - (e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.
- 11.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so only with the consent of SCI and by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws.
- 11.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.
- 11.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.

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- 11.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data of relating to the processing of Personal Data by the Supplier.
- 11.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.
- 11.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("**Applicable Laws**").



APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

- 1. Hitting or otherwise physically assaulting or physically abusing children.
- 2. Engaging in sexual activity or having 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. Developing relationships with children which could in any way be deemed exploitative or abusive.
- 4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
- 5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
- 6. Behaving physically in a manner which is inappropriate or sexually provocative.
- 7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
- 8. Doing things for children of a personal nature that they can do themselves.
- 9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
- 10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.

- 11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
- 12. Spending excessive time alone with children away from others.
- 13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, this is what is expected of you:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

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Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

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To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

- 14. Hitting or otherwise physically assaulting or physically abusing children.
- 15. Engaging in sexual activity or having 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.
- 16. Developing relationships with children which could in any way be deemed exploitative or abusive.
- 17. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
- 18. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
- 19. Behaving physically in a manner which is inappropriate or sexually provocative.
- 20. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
- 21. Doing things for children of a personal nature that they can do themselves.
- 22. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
- 23. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
- 24. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
- 25. Spending excessive time alone with children away from others.
- 26. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, this is what is expected of you:

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of bribery and corruption.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

Responding: Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

a) <u>Paying or Offering a Bribe</u> – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.

b) <u>Receiving or Requesting a Bribe</u> – where a person 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 the individual's conduct in any way.

c) <u>Receiving or Paying a so-called 'Grease' or 'Facilitation' payment</u> – where a person 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.

d) <u>Nepotism or Patronage</u> – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.

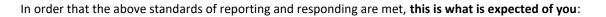
e) <u>Embezzlement</u> - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.

f) <u>Receiving a so-called 'Kickback' Payment</u> – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

g) <u>Collusion</u> – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

h) <u>Abuse of a Position of Trust</u> – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

Invitation to tender



You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

Invitation to tender



APPENDIX 4 – SAVE THE CHILDRENS HUMAN TRAFFICKING & MODERN SLAVERY POLICY

1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

2. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced or compulsory labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

Save the Children

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. <u>'Chattel slavery'</u>, in which one person owns another person.
- b. 'Bonded labour' or 'debt bondage', which is when a person's work is the security for a debt effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. <u>'Serfdom'</u>, which is when a person has to live and work for another on the other's land.
- d. <u>Other forms of forced labour</u>, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. 'Child Slavery', which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
- f. 'Marital and sexual slavery', including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

4. The Commitment we expect from commercial partners

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

Please contact your Save the Children representative if you have further questions.



APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & SUPPLIERS



Suppliers and manufacturers to Non Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practiced
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

Qualifications to the statement



Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.