

INVITATION TO TENDER FOR SAVE THE CHILDREN

Albania National Office

06.12.2023

Purchase of Dental Care Unit

Date: 06.12.2023

Invitation to Tender ITT/2023/002

(ITT) Reference No:

Dear Sir/Madam,

Save the Children Albania (SCA) invites you to tender for the provision of *Dental care Unit*. 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
 - Appendix 3 – Save the Children Anti-Bribery and Corruption Policy
 - Appendix 4 – Save the Children's Human Trafficking and Modern Slavery Policy
 - Appendix 5 – The IAPG Code of Conduct
 - Appendix 6 - Anti-Harassment, Intimidation & Bullying Policy
 - Appendix 7 --Protection from Sexual Exploitation & Abuse

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 www.savethechildren.net



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 [Part 2 \(Core Requirements & Specifications\)](#) of this Tender Pack.

| Item | Description |
|----------------------------------|---|
| Country | Albania |
| Description of goods or services | Dental care Unit |
| Duration | Until January 2024 |
| Agreement Type | SCI wishes to enter into an agreement with bidder known as a "Goods Contract" |

3. AWARD CRITERIA

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, Quality 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, quality and commercial criteria. (See Part 3 Section 2 - Essential Criteria)

3.2 QUALITY CRITERIA (40%)

These are criteria will used to evaluate the bidders' quality assurance system and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Quality Criteria, which will have been created by a committee of representatives from SCI. (See Part 3 Section 3 - Quality Questions)

3.3 CAPABILITY CRITERIA (30%)

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 pre-agreed Capability Criteria, which will have been created by a committee of representatives from SCI. (See Part 3 Section 4 – Capability Questions)

3.4 COMMERCIAL CRITERIA (20%)

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. (See Part 3 Section 5 – Commercial Questions)

3.5 SUSTAINABILITY CRITERIA (10%)

These criteria will be used to evaluate the sustainable competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Sustainability Criteria, which have been created by a committee of representatives from SCI. (See Part 3 Section 6 – Sustainability Questions)

All Quality, Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Quality Criteria will account for 35%, the Capability Criteria will account for 35%, the Commercial Criteria will account for 20% and the Sustainability Criteria will account for 10% 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.

A copy of the Bidder Response is provided in Part 3 of this Tender Pack.

5. GOOD DISTRIBUTION PRACTICE SITE VISIT

Following the technical evaluation of the Award criteria as described in section 3 above, the SCI office will conduct a Good Distribution Practice (GDP) Site Visit to those suppliers that have passed the award criteria and have been selected as potential suppliers that SCI wishes to engage a long-term arrangement with. The purpose of this site visit checklist is to a physical check in order to evaluate suppliers against internationally recognized Quality Assurance standards.

6. 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.

7. BIDDER INSTRUCTIONS

7.1 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 | 06/12/2023 |
| Deadline for questions from Bidders | |
| Deadline for SCI to respond to questions from Bidders | |
| Deadline for Return of Bids | 13/12/2023 |
| Bid Opening held on | 15/12/2023 |
| Bid Clarifications with suppliers | 18/12/2023 |
| Technical evaluation of bids | 22/12/2023 |
| Financial evaluation of bids | 03/01/2024 |
| Approval of Competitive Bid Analysis by Procurement Committee | 09/01/2024 |
| Final negotiations and contract award | 11/01/2024 |
| Award Contact | 15/01/2024 |
| Go Live | 19/01/2024 |

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.

7.2 DOCUMENTATION FOR SUBMISSION

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document template in [Part 3](#) 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

7.3 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 by hard copy:

Paper Submission

- One hard copies of bid submitted on headed paper and a USB
 - Bids to be submitted to Rruga Mihal Popi, Ndertesa 7, Ish Pallatet I Maji PO Box 8185, Tirane, Shqiperi
 - Bids should be submitted in a single sealed envelope addressed to Shkollat per Shendetin.
 - The envelope should clearly indicate the Invitation to tender reference number ITT / 2023/ 002. but contain no other details relating to the bid.
 - All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

For clarification you may contact the following:

- Email should be addressed to Shkollat.per.shendetin@savethechildren.org and info.albania@savethechildren.org in Cc
- The subject of the email should be “Invitation to tender ITT / 2023/ 002. Bidder Response – ‘Bidder Name’, ‘Date’”

7.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **16:00 13/12/2023**. Bids submitted after the close of the submission deadline will not be considered.

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

7.5 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.

Taulant Muci

Logistic and Procurement Assistant

Save the Children

Rruga Mihal Popi, Ndertesa 7, Ish Pallatet I Maji PO Box 8185, Tirane, Shqiperi
Shkollat.per.shendetin@savethechildren.org

Please be advised local working hours are 09:00- 17:30 from Monday to Friday.

Please allow up to 2 days for a response.

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.

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

1. INTRODUCTION TO Shkollat per Shendetin project

“Shkollat për Shëndetin” is a Swiss Agency for Development and Cooperation (SDC) project implemented by Save the Children, aiming at reducing exposure to the major risk factors for non-communicable diseases (NCDs) in the Albanian population in general, with a particular focus on schoolchildren aged 6-16 years.

According to one output of the second implementation year of the project (covering the period March 2022 – February 2023), the project seeks to support the Ministry of Health and Social Protection providing dental care service for school children.

2. SPECIFIC REQUIREMENTS

Save the Children Albania is seeking suppliers for a dental care unit to provide dental care service for school children. Detailed specification you will find in the TORse included in this call.

3. PRODUCT REQUIREMENTS AND SPECIFICATIONS

See Annex A – Product list and detailed required information

| CATEGORY | MINIMUM INFORMATION TO BE PROVIDED | INFORMATION TO BE PROVIDED |
|----------------|---|---|
| MEDICAL | <ol style="list-style-type: none"> Complete Dental Unit Pantographic arm Assistant’s Panel Lamp Doctor and Assistant work chairs The compressor | <ol style="list-style-type: none"> Supplier company name. Business Administrator ID. Valid License Number License by NDRA (AKBPM Agjensia Kombetare e Barnave dhe Pajisjeve Mjeksores) Supplier address Contact name/ Telephone / Number / Website. Evidences Authorization letter from manufacturer to distributor. CE Certificate Document approving to install the equipment, Delivery time Document approving to maintain / calibrate the equipment Document providing the warranty for the equipment. |

I. GENERAL SELECTION/QUALIFICATION CRITERIA

The bidder declares that:

1. is registered in the commercial register according to the legislation of the country where it carries out its activity, or according to the special legislation in the case of a non-profit organization, has in the field of activity the object of procurement, and has the active status;
2. is not in the process of bankruptcy (active status)
3. has not been convicted of any criminal offense
4. has not been convicted by a final court decision in relation to professional activity
5. has no outstanding payment of taxes and social security contributions
6. is not in conditions of conflict of interest, according to the legislation in force;
7. exercises the activity in accordance with the relevant environmental, social and labor legislation;
8. has submitted an independent Bid, according to the requirements of the legislation in force;
9. performs the activity in accordance with the requirements of the legislation in force

In case of merger of economic operators, each member of the group must submit the aforementioned Self-Declaration.

If the bid is submitted by a union of bidders, the following shall be submitted also:

- Cooperation agreement between Bidder, where a representative is appointed, the percentage of participation in the union, and the elements that each of the members of the union undertakes to realize.

In case the qualified economic operators are a union of economic operators, each of the economic operators must submit the above documentation as well as:

- a. Notarized agreement, according to which the union of economic operators is officially established;
- b. Special notarized power of attorney.
- c. the reflected certifications or documentation required in the general qualification criteria.

II. SPECIAL QUALIFICATION CRITERIA

The bidder must submit:

- CE conformity certificates or equivalent/ for all the items offered, according to their categorization, or FDA certificate.
- an authorization from the manufacturer of the goods or from the distributor authorized by the manufacturer, where in any case to document the connection of the distributor with the manufacturer, to allow the trading of his items.
- Certificate ISO 9001: 2015/or/ equivalent, or ISO 13485 "On the Quality Management System for medical equipment", / or equivalent /, valid, for the manufacturer/s of the offered items. The certificate must be issued by a conformity assessment body, accredited by the

national accreditation body or international accreditation bodies, recognized by the Republic of Albania.

ISO 9001 : 2015 certified for import, export, trade of medical devices and / or / equivalent. For this he must present the relevant, valid certificate. The certificate must be issued by a conformity assessment body, accredited by the national accreditation body or international accreditation body, recognized by the Republic of Albania.

- Similar previous supplies at a value of not less than 20% of the limit fund, realized during the last three years from the date of opening of the bids of this procurement procedure. Evidence of previous experience requires certificates issued by a public entity or sales tax invoice, indicating the dates, amounts and quantities of goods supplied. In the case of previous experience with the private sector, only sales tax invoices are accepted as evidence to indicate the dates, amounts and quantities of supplied goods.
- Technical catalogs are required to be submitted for all items offered where the technical specifications required for each item are reflected. In catalogs, it should be marked according to the item number in the Offer Form and marked with bright yellow, the items offered.
- “Authorization for trade of medical equipment”, issued by the Ministry of Health and Social Protection, according to Law 89/2014 “On medical equipment”, revised.
- Medical equipment must meet the CE 93/42 standard or equivalent.

All documents must be originals or notarized copies. Cases of non-presentation of a document, or false and incorrect documents, are considered conditions for disqualification.

III. QUANTITY, TIME OF DELIVERY AND PLACE OF DELIVERY

| No. | Description | Quantity |
|-----|--------------------|----------|
| 1. | Dental Unit | 2 |

Time of delivery: Within **60 days** from contract signing.

IV. TECHNICAL SPECIFICATIONS OF THE DENTAL UNIT

1. Complete Dental Unit

Dental unit with 5 cordon modules according to CE or FDI standards:

- 1 syringe with 3 functions
- 1 WP scaler, EMS compatible with 5 tips included.(Internal ultrasonic calculus cleaner with continuous operation mode, enable sterilization.)
- 3 cordons (2 with optic fibre, 1 without optic fibre) midwest type
 - a) High speed Turbine 2 pieces
 - b) Pneumatic Micromotor , Contra-Angle for micromotor

| | |
|---|---|
| Power Dissipation | AC220-230V, 50/60Hz,350VA Or AC110V~120V 50/60Hz, 350VA |
| Carrying capacity of the X-ray | ≥2000cd/m ² |
| Carrying capacity of dental chair | ≥1323N (135kg) |
| Carrying capacity of Dentist Unit tray | ≥2.5 kg |
| High-speed air turbine handpiece | Velocidad minima≥35x10 ³ r/min (Presión del aire:0.22Mpa) |
| Low-speed air turbine handpiece | Velocidad minima ≥18x10 ³ r/min (Presión del aire:0.3Mpa) |
| The highest position of the patient chair from the ground | ≥800mm |
| The lowest position of the patient chair from the ground | ≥400mm |
| Backrest movement range | 109°- 172° |
| Headrest extension range | 0-100mm |
| Air supply pressure | 0.55-0.80Mpa |
| Water supply pressure | 0.2-0.4Mpa |
| Main line fuse | 250V 6A(220V input) 250V 10A(110V input) |
| Power cord | 227 IEC(RVV)3x0.75mm ² |

Movable and removable headrest

Headrest extension range: >200mm;

Ergonomic seat and detachable reinforced plastic backrest

The unit has a ceramic sink and water outlet for the glass and sink washing.

The pedal of the unit must be multi-functional. Through the pedal, you should be able to command and control the rotations of the turbine, the 4 basic movements of the unit, water in the spittoon and the glass and 2 other buttons where one of them has the zero position programmed and the other has the possibility to be programmed depending on the doctor's request. Should be equipped with an intra-oral camera system and a medical grade monitor with a special arm attached to the body of the unit.

Fiber leather - standard cushions in PU Leather manufactured without seams so that they can be cleaned more easily.

1.1 Pantographic arm and assistant's Panel

The panto-graphic arm should be from the top. The doctor's panel should be equipped with the control panel and buttons for controlling the movements and different positioning of the unit. The doctor should be able to choose different positioning of the unit in lowering - rising, back and forth movement of the spine. Must be able to activate the circulation of water in the spittoon,

glass and to activate the light of the negativescope and the fiber optic turbine through the panel. The panel should have a button that activates and deactivates the arm brakes.

To have 5 dedicated outputs and to be equipped with:

- 1- Micromotor with low speed
- 2- Turbine with high speed
- 3- Fiber optic turbine with high speed
- 4- Air-water syringe with
- 5- Cavitron equipped with 5 cleaning probes

To have 4 dedicated outlets, and to include:

1 syringe with 3 functions

- double cannula for strong and weak suction
- Connected to the unit with pantographic arm
- Control panel made with disinfecting solutions resistant material.
- 15 function control panel on doctor tray
- 10 function control panel on assistant tray
- 3 programmable positions, plus reset position and last position
- X-ray viewer
- Multifunctional pedal
- Rotatable water unit
- Silicone, autoclavable pads for trays
- Water and napkins dispenser
- Double tank for pure water system (2 L) and disinfection system

Curing light:

Wireless with double battery

Six curing programs, high-power LED light, straight or pistol position.

1. 2 Lamp (Illustrative Photo)

- 1- It must be connected to the central unit through the pantographic arm
- 2- The reflector must be adaptable in standard positions but also depending on the doctor's procedure
- 3- LED lamp with 24 VAC sensor
- 4- At least 8000-25000 lux lighting
- 5- Minimum focusing distance 1 m
- 6- Not harmful to the patient's eyes
- 7- The lamp should be with a manual switch-off sensor.

1.3 Doctor and Assistant work chairs

Doctor's and assistant's work chair with wheels and piston for height adjustment and suitable for heavy weights. Doctor stool in PU leather with 3 adjustable positions.

1.4 The compressor

Air compressor with traditional piston compressors, dried and silenced. Input voltage AC 220V, 50Hz; Power 800va, Air flux 153L/min, Pressure 0.8mpa

Suction Motor -Reliable, silent, and qualitatively and technologically advanced suction motors.

Equipped with “inverter” technology, they ensure efficiency in suction and optimization of energy consumption, guaranteeing significant savings on electricity bills.

Input voltage AC220V/50Hz, Rated power 700va

4. ADDITIONAL INFORMATION

Below are Save the Children’s specific quality assurance requirements for procurement agencies, distributors and wholesalers; for manufacturers of drugs; for finished pharmaceutical products; for medical devices; and for vaccines.

4.1 Specific requirements for Finished Pharmaceutical Products:

- must be manufactured in line with the WHO international standards of Good Manufacturing Practices
- must be manufactured to conform to WHO International Pharmacopeia standards, European Pharmacopoeia standards (EP), British Pharmacopoeia standards (BP) or the United States Pharmacopeia Convention (USP), or equivalent
- must be batch tested and certified for quality and conformity to their specifications
- should be authorised by the National Drug Regulatory Authority of the country of destination for orders placed
- - Name of manufacturer

4.2 Specific requirements for medical devices, equipment and diagnostics

- Manufacturer demonstrates implementation of the Quality Management System (QMS) by a conformity assessment body recognized by one of the GHTF country funding members (Australia, Canada, EU, Japan and USA)
- When applies, manufacturers have a valid (not outdated) ISO 13485 certification that includes the medical devices distributed.
- For medical devices class I non sterile and non-measurement, a declaration of conformity should be available
- At all times must be stored or transported at the required temperature controlled conditions in accordance with the manufacturers instruction as indicated on the packing
- Should preferably be authorised by a GHTF founding member country (Australia, Canada, EU, Japan and USA).

PART 3 – BIDDER RESPONSE DOCUMENT

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 1 - Key information](#)
- [Section 2 – Essential Criteria](#)
- Section 3 – Quality Criteria
- [Section 4 – Capability Questions](#)
- [Section 5 – Commercial Questions](#)
 - [Annex A – Product List Specifications](#)
- Section 6 – Sustainability Questions
- [Section 7 – Bidder Submission Checklist](#)
- [Schedule 1 – 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.



SECTION 1 – KEY INFORMATION

Instructions – Bidders are required to complete all sections of the below table.

| KEY INFORMATION | | | |
|--|-----------------|-----------------------------------|-------------------------------------|
| Organisation Name | | | |
| Please provide details of the primary products/services supplied by your organisation | | | |
| Please explain your experience of providing the goods or services requested in this tender document. | | | |
| Website address | | | |
| Address | Main Address | Registered Address (if different) | Address for Payments (if different) |
| | | | |
| Company Registration Number | | Tax Number | |
| Year of Registration | | Country of Registration | |
| Type of Business (e.g. Manufacturer, Distributor, Contractor) | | Primary Country of Operation | |
| Total Annual Revenue (please state the currency) | 2021 | 2020 | 2019 |
| Annual Revenue (from goods and services requested in this tender) | | | |
| Have you supplied goods or services to SC previously? If so, please provide a brief summary. | | | |
| KEY CONTACT DETAILS | | | |
| | Primary Contact | Secondary Contact | Emergency Contact |
| Name | | | |

| | | | |
|-----------------------|--|--|--|
| Job Title | | | |
| Phone / Mobile | | | |
| Email | | | |
| Address | | | |

OTHER KEY INFORMATION

| | |
|---|--|
| Provide details of what insurance cover you have and what the maximum value is | |
|---|--|

KEY ROLES & PERSONNEL

| | | | |
|--|------------------|-------------|-----------------------|
| Which employees will be responsible for providing goods and services to SC ? Please list names, and job titles and contact details (e.g. account managers). | Job Title | Role | E-mail Address |
| | | | |



SECTION 2 - ESSENTIAL CRITERIA (Pass/Fail)

Instructions – Bidders are required to complete all sections of the below table.

| Item | Question (Pass/Fail) | Bidder Response | |
|------|---|--|--------------------------------------|
| | | Yes / No | Comments / Attachments |
| 2.1 | Bidder accepts Save the Children's 'Terms and Conditions of Purchase' included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached 'Terms and Conditions of Purchase'. | | |
| 2.2 | The Bidder and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded. 1) Child Safeguarding Policy 2) Anti-Fraud, Bribery & Corruption Policy 3) Slavery & Human Trafficking Policy 4) IAPG Code of Conduct 5) Conditions of Tendering 6) Anti-Harassment, Intimidation & Bullying Policy 7) Protection from Sexual Exploitation & Abuse | Yes / No | Comments |
| | | | |
| 2.3 | The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU. | Yes / No | Comments |
| | | | |
| 2.4 | The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation). This includes the Bidder submitting the following requirements (where applicable): - Legitimate business address - Tax registration number (TIN) & certificate - Business registration certificate - Trading license (issue by Ministry of Commerce) | Yes / No | Comments |
| | | | |
| | | Requirement | Bidder Response / Attachments |
| | | <i>Legitimate Business Address</i> | |
| | | <i>Tax Registration Number & Certificate</i> | |
| | | <i>Business Registration Certificate</i> | |
| | <i>Trading License</i> | | |
| 2.5 | The Bidder confirms that it has a licence, issue by the NDRA to manufacture and/or procure/import/store/distribute the products it is bidding for. | Yes / No | Comments / Attachments |
| | | | |
| 2.6 | The Bidder confirms that the company is registered with the National Drug Regulatory Authority and Pharmacists Council of Nigeria (for the pharmaceuticals) *Bidder must submit the certificate of registration | Yes / No | Comments / Attachments |
| | | | |
| 2.7 | The Bidder confirms that it is able to identify and share the source manufacturer and manufacturing site of each pharmaceutical and other medical commodities it is bidding for *Bidder must submit a list of sources with the name of manufacture and the manufacturing site | Yes / No | Comments / Attachments |
| | | | |
| 2.8 | The Bidder confirms that it has, and is able to share, a temperature control management procedure for cold chain material (if applicable) *Bidder must submit the soft copy of the procedures | Yes / No | Comments / Attachments |
| | | | |

SECTION 3 – QUALITY QUESTIONS (40%)

Instructions – Bidders are required to complete all sections of the below table.

| Item | Question (35 Marks) | Bidder Response | |
|------------|---|---|-----------------|
| 3.1 | The bidder explains the criteria of selection of sources (pharmacopeia standards of the products, manufacturers for GMP compliance (WHO prequalified, audited and/or approved by large donor like Global Fund, audited by Quamed (or any WHO reconized agency), audited by Stringent Regulatory Authority * For non-pharmaceuticals, ISO certifications, prequalification by WHO (and other requirements specified in the point 4.2) | Bidder Response | |
| | | | |
| 3.2 | The Bidder confirms if the company's compliance with WHO GDP and MQAS standards been verified by an independent external auditor (such as USAID/OFDA/ECHO/QUAMED) within the last 2 years? | Bidder Response | |
| | | | |
| 3.3 | The Bidder confirms that is has a Quality complaint procedure | Bidder Response | |
| | | | |
| 3.4 | The Bidder has and is able to share evidence of a mature Quality Management Function | Document | Yes / No |
| | | An organisational chart showing your Quality Management function | |
| | | Job Profile and years of experience of the Quality Assurance (QA) Manager | |
| | | Job Profile and years of experience of the Company Pharmacist | |
| | | | |
| 3.5 | The bidder confirms that it has a recall procedure in place for pharmaceuticals and share the document. | | |
| 3.6 | The Bidder confirms that has, and is able to share, a temperature control management procedure for ambient goods(temp range 15 - 25/30 °C) (if applicable) | | |

SECTION 4 – CAPABILITY QUESTIONS (30%)

Instructions – Bidders are required to complete all sections of the below table.

| Item | Question | Bidder Response | | |
|------------|---|---|---|----------------------------|
| 4.1 | <p>REFERENCES Bidder shares at least two (2) names of International NGO's or UN actors that your organisation have supplied to within the last 6 to 12 months Examples provided must be for similar projects to that in which Save the Children operates, and within the last two (2) years.</p> <p><i>(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)</i></p> | Client Name | Contact Details (Name & Email) | Project Description |
| | | 1) | | |
| | | 2) | | |
| | | 3) | | |
| 4.2 | <p>The Bidder indicates which product type(s) it is bidding for</p> | Product Category | | Yes/No |
| | | Pharmaceuticals | | |
| | | Medical Consumables | | |
| | | Medical devices & equipment | | |
| | | Laboratory & diagnostics | | |
| | | Health kits | | |
| | | Specialized Nutrition Food | | |
| Vaccines | | | | |
| 4.3 | <p>Bidder indicate approximate time (in days) it takes for the following processes</p> | Process | | Nr of days |
| | | Time to respond to quotation requests | | |
| | | Time from PO received to Good Ready for Dispatch – for goods in stock | | |
| | | Time from PO received to Good Ready for Dispatch – for goods not in stock | | |
| 4.4 | <p>The Bidder indicates if it keeps essential medical commodities in stock and describes their stock policy (how does the Bidder ensure stock availability for Save the Children if it were awarded a contract?)</p> | Bidder Response | | |
| | | | | |
| 4.5 | <p>Is the Bidder able to provide in-country temperature controlled transportation services suitable for pharmaceuticals and other temperature sensitive medical commodities? If Yes, please describe to which regions.</p> | Bidder Response | | |
| | | | | |

SECTION 5 – COMMERCIAL QUESTIONS (20%)

The Bidder should use Excel file Annex A - Product List Specifications to complete this Section

| General | | | | |
|--|------|----------|------------------------------------|---------------------------|
| SC Standard product description | Unit | Quantity | Price per unit (in local currency) | Total Cost (VAT Included) |
| 1. Dental Unit | | 2 | | |
| 1.1 Complete Dental Unit | | | | |
| 1.2 Pantographic arm and Assistant's Panel | | | | |
| 1.3 Lamp | | | | |
| 1.4 Doctor and Assistant work chairs | | | | |
| 1.5 The compressor | | | | |

| Stock holding | | | Documentation available upon request (Y/N) | | | Comments |
|--------------------|--|--|--|--|--|----------|
| Held as stock? Y/N | Maximum Lead Time (from purchase order to despatch) for items held in stock <days> | Maximum Lead Time (from purchase order to despatch) for items not held in stock <days> | Certificate of Analysis (CoA) | Certificate of Country of Origin (COO) | Certificate of Pharmaceutical Product (CoPP) | |
| | | | | | | |
| | | | | | | |



Save the Children

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Invitation to tender

SECTION 6 – SUSTAINABILITY QUESTIONS (10%)

Instructions – Bidders are required to complete all sections of the below table.

| Item | Question | Bidder Response |
|------------|---|-----------------|
| 6.1 | The bidder demonstrates activities OR has processes in place within their organisation, aimed at improving sustainability. (e.g. paperless offices, green technology & energy in offices and warehouses, policies, training programmes, community outreach programmes etc). | |
| 6.2 | The bidder has procedures on Healthcare Waste Management in order to ensure proper and responsible disposal of pharmaceuticals and other healthcare commodities | |
| 6.3 | The bidder supplies goods which is in packaging which can be easily recycled OR is made from recycled content OR uses natural packaging materials. | |
| 6.4 | The bidder support and demonstrates a policy of diversity & inclusion with recruitment of staff to ensure equal opportunity for staff of different gender and/or ethnic background | |
| 6.5 | The bidder participates in activities to reduce carbon emissions. | |

SECTION 7 – BIDDER SUBMISSION CHECKLIST

We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:

| No | Section | Please Tick |
|----|--|-------------|
| 1. | Section 1 – Key Information | |
| 2. | Section 2 – Essential Criteria | |
| 3. | Section 3 – Quality Questions | |
| 4. | Section 4 – Capability Questions | |
| 4. | Section 5 – Commercial Questions (See Annex A – Product List Specifications) | |
| 5 | Section 6 – Sustainability Questions | |

We, the Bidder, confirm we have attached all of the required information and supporting evidence:

| Section | Required Document / Evidence | Please Tick |
|-------------------------------------|--|-------------|
| Essential Criteria Evidence | Proof of legitimate business address | |
| | Copy of tax registration number & certificate | |
| | Copy of business registration certificate | |
| | Copy of registration with NDRA | |
| | GDP and/or GMP Certificate* | |
| | Copy of the list of manufacturer and manufacturing site (Name of manufacture, Country of manufacture and manufacture site address) * | |
| Quality Criteria Evidence | Completed Bidder Response Document | |
| | ISO certificate 13485 | |
| | Evidence of quality approval from either USDA/OFDA/ECHO/Quamed (if you have) | |
| | An organisational chart showing your Quality Management function (if you have) | |
| | Job Profile of the Quality Assurance (QA) Manager | |
| | Job Profile of the Company Pharmacist | |
| | Copy of the Quality Complaint Procedure | |
| | Copy of the Recall Procedure | |
| Capability Criteria Evidence | Completed Bidder Response Document | |
| | CE Certificates* | |
| | Business Administrator ID Card | |
| | Delivery time | |
| | Authorization letter from manufacturer to distributor | |
| | Document providing instalment, maintenance/calibration warranty for the equipment. | |
| | Annex A – Product List Specifications | |
| Commercial Criteria Evidence | Annex A – Product List Specifications | |
| | | |
| | | |



| | | |
|---|--|--|
| Sustainability Criteria Evidence | Copy of Healthcare Waste Management Procedure | |
| | Copy of Diversity & Inclusion Policy | |
| | Evidence of participations in / activities related to sustainability | |

We, the Bidder, hereby confirm we compliance with the following policies and requirements:

| Policy | Signature |
|---|-----------|
| Conditions of Tendering | |
| Terms & Conditions of Purchase | |
| Child Safeguarding Policy | |
| Anti-Bribery & Corruption Policy | |
| Human Trafficking & Modern Slavery Policy | |
| IAPG Code of Conduct | |
| Anti-Harassment, Intimidation & Bullying Policy | |
| Protection from Sexual Exploitation & Abuse | |

*the required document are **must have** to be part of the tender.

We confirm that Save the Children may in its consideration of our offer, and subsequently, rely on the statements made herein.

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date

.....

SCHEDULE I – 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.

1. 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 suppliers 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). Prices must be clearly identified as price per unit of measure.

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.

11. 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

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 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 6 – Anti-Harassment, Intimidation & Bullying Policy

Appendix 7 – Protection from Sexual Exploitation & Abuse

APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

AGREEMENT FOR THE SUPPLY OF GOODS

[Contract reference number: **[***]**]

PARTIES

- (1) **[National Office]**, *[insert National Office and address details]* (the "**Customer**"); and
- (2) **[Name of supplier]**, whose registered office is at *[address]* (the "**Supplier**").

AGREEMENT

The Supplier agrees to supply to the Customer and the Customer to acquire and pay for the Goods (the "**Goods**") below on the terms of the Contract. The Contract comprises the provisions of this Agreement for the Supply of Goods (the "**Agreement**"), the attached General Terms and Conditions for Supply of Goods and, where applicable, the Customer's order for the Goods, as set out in the Customer's purchase order form (together the "**Contract**").

Interpretation

In the case of inconsistency or conflict between the terms of the Contract and the tender documents including the Invitation to Tender and Conditions of Tendering (the "**Tender Documents**"), the terms of the Contract will prevail. Where additional terms or particulars contained within the Tender Documents are not reflected in the Contract, such terms or particulars shall not be incorporated into the Contract unless the Customer has relied on them and entered into the Contract on that basis.

References in this Agreement to 'clauses' refer to provisions 1 to 6/7 *[amend as appropriate]* of this Agreement below; references to 'conditions' refer to the provisions of the General Terms and Conditions for Supply of Goods attached.

GOODS TO BE PROVIDED

1 Description of Goods

1.1 The following product is to be provided:

[add a clear description of the product(s) to be provided]

2 Specification for Goods

2.1 Product specification:

[add a full specification and quality requirements]

2.2 The specifications set out in clause 2.1 above may be amended by the relevant purchase order.

3 Duration and Commencement

3.1 *[insert commencement date and agreed duration of agreement].*

4 Price for the Goods

4.1 The prices for the Goods are as follows:

[insert a table detailing the prices agreed for the goods]

4.2 These prices for the Goods are fixed for the duration of this Contract *[amend as appropriate].*

4.3 Invoices shall be in US Dollars *[amend as appropriate].*

4.4 Payment will be made in arrears. *[National Office policy is to pay in arrears. If you want to amend this please seek approval of the Director of Finance in country]*

4.5 Subject to Clause 4.4, the Customer shall pay correctly rendered invoices within 45 days from the date of invoice or satisfactory delivery (whichever is later) in accordance with the contract. *[If you want to amend this please seek approval of the Director of Finance in country]*

5 Delivery / dispatch time

5.1 The Goods shall be supplied to the location specified in the purchase order. The delivery time will be as specified in the purchase order, or else within 21 *[amend as appropriate]* days of issue of the order.

5.2 The maximum lead times for service and delivery by the Supplier under the Contract are as follows:

[It is recommended that a table of agreed service levels be included, for example around quote response times, order confirmation times, lead times to despatch and delivery for certain quantities. Delete clause 5.2 if this is not required]

6 Customer and Supplier Contacts

6.1 The relevant contacts are as follows:

First contact at Customer:

[name] [telephone number] [e-mail address]

Second contact at Customer:

[name] [telephone number] [e-mail address]

First contact at Supplier:

[name] [telephone number] [e-mail address]

Second contact at Supplier:

[name] [telephone number] [e-mail address]

6.2 Purchase orders under the Contract may only be issued by the Customer Contact named in the Contract or someone identified to the Supplier by that person as someone entitled to issue purchase orders.

7 Special terms and conditions *[Delete clause 7, if not required]*

7.1 The Supplier shall be obliged to maintain the minimum stock levels noted below throughout the duration of the Contract. For the avoidance of any doubt, the agreement by the Supplier to maintain such stock levels shall not create any obligations on the part of the Customer to place any orders or to pay for such stock. Furthermore, no storage charges shall apply for this stock. *[Minimum stock levels for emergency response if appropriate. Delete clause 7.1 if not applicable]*

[insert table of stock levels]

7.2 Stocks will be held at Supplier's warehouse at the following address: *[Delete clause 7.2 if not applicable]*

[insert warehouse address]

7.3 Supplier shall ensure that such stocks are packed, mobilised and despatched within 48 hours *[amend as appropriate]* of confirmation of the Customer's requirement. *[Delete clause 7.3 if not applicable]*

7.4 *[Include any additional items as necessary which are not covered by the Contract, such as requirements from any Donor that must be passed down to the Supplier/Service Provider. It is important that any particular requirements of the Donor in the [Donor Conditions] [Fund summary]*

that are not otherwise contained in the Contract are included here. Delete this clause if it is not required.

7.5 Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available here is completed.]

Signed for and on behalf of the Supplier:

Signed for and on behalf of the Customer:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Position

.....
Position

Date:

(date of second signature)

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.

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:

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) Paying or Offering a Bribe – 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) Receiving or Requesting a Bribe – 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) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – 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) Nepotism or Patronage – 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) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – 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) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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.

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.

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. **'Chattel slavery'**, 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. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **Other forms of forced labour**, 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.

APPENDIX 7 - SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

1. Our values and principles

This policy is concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (anyone over the age of 18). This includes direct or indirect beneficiaries of our programming, adults in the wider communities in which we work and those who come into contact with Save the Children or our representatives.

Save the Children has a "Zero Tolerance" approach to Sexual Exploitation and Abuse and does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of sexual abuse or exploitation against vulnerable or other adults associated with its work. All adults have the equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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, suppliers and business partners. It applies during or outside of working hours, every day of the year.

2. What is Sexual Exploitation and Abuse?

Sexual Exploitation and Abuse refers to all forms of inappropriate conduct of a sexual nature. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
- Sexual activity with commercial sex workers in countries where Save the Children is delivering programming

whether or not prostitution is legal in the host country; and

- Use of a child or adult to procure sex for others.

Definitions of Sexual Exploitation and Abuse:

Sexual Abuse The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).

Sexual Exploitation Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.

Sexual favours Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography

and so on.

Grooming The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualised dynamics in the future