**INVITATION TO TENDER**

**FOR SAVE THE CHILDREN INTERNATIONAL**

**Lebanon CO**

**14 Jan 2021**

**Teachers BLN, EB-ECE-HWS and Teacher Assistant**

|  |  |
| --- | --- |
| **Date:** | 14 Jan 2021 |
| **Invitation to Tender (ITT) Reference No:** | PR-Z-2020-145 |
|  |  |

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision **of Teachers BLN, EB-ECE-HWS and Teacher assistant.** 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**](#_PART_1_–)
1. Introduction to SCI
2. Project Overview and Requirements
3. Award Criteria
4. Instructions & Key Information
* [**Part 2 : Core Requirements and Specification**](#_PART_2_–)
* Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
* [**Part 3 : Bidder Response Document**](#_PART_3_–)
* A template to be used to submit your response to this Invitation to Tender.
* Includes the Terms & Conditions of Bidding.
* [**Part 4 : Appendices**](#_PART_4_-)
	+ 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

Responses should be submitted no later than **4th of Feb 2021 at 01:00 p.m. GMT+2 Lebanon** time using the Bidder Response Document provided in [Part 3](#_PART_3_–) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#_INSTRUCTIONS).

Queries should be directed to Lebanon.tenders@savethechildren.org

We look forward to receiving your response.

SCI Lebanon

# **PART 1 – INVITATION TO TENDER**

## **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](http://www.savethechildren.net)



## **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](#_PART_2_–) (Core Requirements & Specifications) of this Tender Pack.

|  |  |
| --- | --- |
| **Item** | **Description** |
| **Country** | ***Lebanon CO*** |
| **Description of goods or services** | ***Teachers BLN, EB-ECE-HWS and Teacher assistant*** |
| **Duration** | ***24 months contract per teacher*** |
| **Agreement Cap Limit** | ***To be determined for each agreement*** |
| **Agreement Type** | 1. ***Service contracts to be issued and include TOR/deliverables, duration & rates and contract ceiling amount.***
 |

## **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. These criteria are scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

***Teacher Assistant***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | Holder of a university degree or technical license (LT), or a university student with a minimum of 1 years’ experience in teaching domain. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *2* | Bidder’s confirmation of compliance with the Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct. The bidder should Read and sign T&C in Bidder response document. **Thus, must sign and stamp the documents once selected.** | **Yes / No** | **Comments** |
|  |  |
| *3* | Fluency in written and spoken Arabic and English. **To be mentioned in the CV.** | **Yes / No** | **Comments** |
|  |  |
| *4* | Bidder must submit proof of expertise of at least one year in teaching/assisting preschool educators in NGO’s or in preschool establishments/nursery. **To be mentioned in the CV.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *5* | Bidder to provide SCI with copy of ID, Police record and residence certificate. **Thus, must provide them once selected.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *6* | Ability and willingness to change work practices and hours / Location, and work in an insecure volatile context. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |

***Remedial Support/CB-ECE and BLN Educator***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | Holder of a university degree or technical license (LT) in the specialization matching the relevant teaching subject, or holder of a superior technical degree (TS) in the absence of university degrees and technical licenses or minimum of 2 years’ experience in teaching domain. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *2* | Bidder’s confirmation of compliance with the Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct. The bidder should Read and sign T&C on the below tender’s pages In Bidder response document. **Thus, must sign and stamp the documents once selected.** | **Yes / No** | **Comments** |
|  |  |
| *3* | Fluency in written and spoken Arabic and English. **To be mentioned in the CV.** | **Yes / No** | **Comments** |
|  |  |
| *4* | Bidder must submit proof of expertise of at least one year in teaching/assisting preschool educators in NGO’s or in preschool establishments/nursery. **To be mentioned in the CV.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *5* | Bidder to provide SCI with copy of ID, Police record and residence certificate. **Thus, must provide them once selected.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *6* | Ability and willingness to change work practices and hours / Location, and work in an insecure volatile context. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |

### **3.2 CAPABILITY CRITERIA**

These are criteria will use to evaluate the bidder’s 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.

* 100% for the face to face OR Online interview

### **COMMERIAL CRITERIA**

Payment to teachers will be done through Financial Service Provider either Bank or financial institution based on Cash Operations SOP of the Lebanon CO as per the below table:

|  |  |  |
| --- | --- | --- |
| **Educational sessions (number of sessions as per MEHE SOPs)** | **Cost/per session (without tax)** | **Cost/per session (tax included)** |
| **CB-ECE teachers**  | 9.33 USD  | 10.03 USD |
| **CB-ECE assistants**  | 4.66 USD  | 05 USD |
| **Basic-BLN teachers**  | 10 USD  | 10.75 USD |
| **Remedial Support (RS) teachers**  | 10 USD  | 10.75 USD |
| **Training sessions** (New teachers: 8 days, 5 hours per training day, excl. time for breaks) | **Cost/per training session (without tax)** | **Cost/per training session (tax included)** |
| **New CB-ECE teachers**  | 9.33 USD  | 10.03 USD |
| **New CB-ECE assistants**  | 4.66 USD  | 5 USD |
| **New Basic-BLN and RS teachers** | 10 USD  | 10.75 USD |
| **Old CB-ECE teachers (refresher training only)** | 9.33 USD  | 10.03 USD |
| **Old CB-ECE assistants (refresher training only)** | 4.66 USD  | 5 USD |
| **Old Basic-BLN and RS teachers (refresher training only)** | 10 USD  | 10.75 USD |

## **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.

## **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.

## **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 | 14 January 2021 |
| Deadline for questions from Bidders | 29 January 2021 |
| Deadline for Return of Bids | 4 February 2021 |
| Bid Clarifications | 5 February 2021 |
| Award Contact | 8 February 2021 |
| Go Live | 8 February 2021 |

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 [Part 3](#_PART_3_–) of this Tender Pack or by submitting the CV including all the required essential information.

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**

Bids can be submitted by hard copy or by Email:

 **Paper Submission**

* One hard copy of bid and CV’s to be submitted hard copy to Lebanon, Bekaa, Zahleh, Stargate Street, CET Building, 2nd Floor

OR

* By Email:
	+ By email to: Lebanon.tenders@savethechildren.org

### **6.4 CLOSING DATE FOR BID SUBMISSION**

Your bid must be received, either at the specific address or email address, no later than **4th of February 2021 at 01:00 p.m. GMT+2 Lebanon.** 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.

**Save the Children Int. Lebanon**

Lebanon.tenders@savethechildren.org

Please be advised local working hours are 09:00 AM until 04:00 PM and from Monday to Friday

Please allow up to 24 hours 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.

**PART 2 – CORE REQUIREMENTS & SPECIFICATIONS**

1. **INTRODUCTION TO WASH AT SAVE THE CHILDREN**

Save the Children has been working in Lebanon since 1953 and transitioned to Save the Children International in 2012. For more than six decades, Save the Children has used rights-based approaches to increase access for children, adolescents and youth to quality education, and to strengthen child participation and protection at the family, school and community levels. Save the Children empowers civil society in Lebanon in times of peace and conflict to respond to the needs of all children. Save the Children’s Lebanon Country Office responds to vulnerable children and families’ needs, providing support through Education, Child Protection, Shelter, and Food Security and Livelihoods, and Child Rights Governance programme. We work in areas most affected by the crisis, including the Bekaa valley and Northern regions. We advocate for support for refugee and host communities alike. We also ensure that children’s voices are heard so that we can address the immediate problems they face, as well as provide support to help them fulfil their potential. Through this frame work agreement (FWA), save the children will supply the needed Teachers BLN, EB-ECE-HWS and Teacher assistant to support its operations around Lebanon as mentioned above

Delivery Location: Bekaa - Zahle

1. **SPECIFICATIONS**

|  |  |
| --- | --- |
| **Line item no.**  | **Description of Goods** |
| 1 | BLN Teacher |
| 2 | CB-ECE Teacher |
| 3 | HWS Teacher |
| 4 | Teacher Assistant |

# **PART 3 – BIDDER RESPONSE DOCUMENT**

1. **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.

* [Section1 - Key information](#_SECTION_1_–)
* [Section 2 – Essential Criteria](#_SECTION_2:_ESSENTIAL)
* [Section 3 – Capability Questions](#_SECTION_3_–)
* [Section 4 – Commercial Questions](#_SECTION_4_–)
* [Section 5 – Bidder Submission Checklist](#_SECTION_5_–)
* [Schedule 1 – Terms & Conditions of Bidding](#_SCHEDULE_1_–)

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.

1. **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.

* Bidders to submit their CV’s including all the required essential documents.
* Bidders by submitting their CV’s they approve the tender condition and all the essential documents and policies

## **SECTION 1 – KEY INFORMATION**

***Instructions – Bidders are required to complete all sections of the below table OR by submitting their CV’s.***

|  |
| --- |
| **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** |  |
| **Have you supplied goods or services to SCI 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 SCI? Please list names, and job titles and contact details (e.g. account managers).**  | **Job Title** | **Role** | **E-mail Address** |
|  |  |  |

## **SECTION 2 - ESSENTIAL CRITERIA**

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

***Teacher Assistant***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | Holder of a university degree or technical license (LT), or a university student with a minimum of 1 years’ experience in teaching domain. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *2* | Bidder’s confirmation of compliance with the Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct. The bidder should Read and sign T&C in Bidder response document. **Thus, must sign and stamp the documents once selected.** | **Yes / No** | **Comments** |
|  |  |
| *3* | Fluency in written and spoken Arabic and English. **To be mentioned in the CV.** | **Yes / No** | **Comments** |
|  |  |
| *4* | Bidder must submit proof of expertise of at least one year in teaching/assisting preschool educators in NGO’s or in preschool establishments/nursery. **To be mentioned in the CV.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *5* | Bidder to provide SCI with copy of ID, Police record and residence certificate. **Thus, must provide them once selected.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *6* | Ability and willingness to change work practices and hours / Location, and work in an insecure volatile context. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |

***Remedial Support/CB-ECE and BLN Educator***

|  |  |  |
| --- | --- | --- |
| *Item* | Question | Bidder Response |
| *1* | Holder of a university degree or technical license (LT) in the specialization matching the relevant teaching subject, or holder of a superior technical degree (TS) in the absence of university degrees and technical licenses or minimum of 2 years’ experience in teaching domain. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *2* | Bidder’s confirmation of compliance with the Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct. The bidder should Read and sign T&C in Bidder response document. **Thus, must sign and stamp the documents once selected.** | **Yes / No** | **Comments** |
|  |  |
| *3* | Fluency in written and spoken Arabic and English. **To be mentioned in the CV.** | **Yes / No** | **Comments** |
|  |  |
| *4* | Bidder must submit proof of expertise of at least one year in teaching/assisting preschool educators in NGO’s or in preschool establishments/nursery. **To be mentioned in the CV.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *5* | Bidder to provide SCI with copy of ID, Police record and residence certificate. **Thus, must provide them once selected.** | **Yes / No** | **Comments / Attachments** |
|  |  |
| *6* | Ability and willingness to change work practices and hours / Location, and work in an insecure volatile context. **To be mentioned in the CV** | **Yes / No** | **Comments / Attachments** |
|  |  |

## **SECTION 3 – CAPABILITY QUESTIONS**

* 100% for the face to face OR Online interview

**SECTION 4 – COMMERCIAL QUESTIONS**

Payment to teachers will be done through Financial Service Provider either Bank or financial institution based on Cash Operations SOP of the Lebanon CO as per the below table:

|  |  |  |
| --- | --- | --- |
| **Educational sessions (number of sessions as per MEHE SOPs)** | **Cost/per session (without tax)** | **Cost/per session (tax included)** |
| **CB-ECE teachers**  | 9.33 USD  | 10.03 USD |
| **CB-ECE assistants**  | 4.66 USD  | 05 USD |
| **Basic-BLN teachers**  | 10 USD  | 10.75 USD |
| **Remedial Support (RS) teachers**  | 10 USD  | 10.75 USD |
| **Training sessions** (New teachers: 8 days, 5 hours per training day, excl. time for breaks) | **Cost/per training session (without tax)** | **Cost/per training session (tax included)** |
| **New CB-ECE teachers**  | 9.33 USD  | 10.03 USD |
| **New CB-ECE assistants**  | 4.66 USD  | 5 USD |
| **New Basic-BLN and RS teachers** | 10 USD  | 10.75 USD |
| **Old CB-ECE teachers (refresher training only)** | 9.33 USD  | 10.03 USD |
| **Old CB-ECE assistants (refresher training only)** | 4.66 USD  | 5 USD |
| **Old Basic-BLN and RS teachers (refresher training only)** | 10 USD  | 10.75 USD |

## **SECTION 5 – 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 – Capability- Interview  |  |
| 4. |  Section 4 – Commercial  |  |
|  |
| **We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:** |
| **Section** | **Required Document / Evidence** | **Please Tick** |
| **Essential Criteria Evidence** | Bidder’s CV and Copy of ID or Passport |  |
|  |
|  |
|  |  |
|  |  |
|  |  |
|  |  |
| **Capability Criteria Evidence** | Face to Face or Online Interview |  |
|  |  |
|  |
|  |  |
|  |  |
|  |  |
| **Commercial Criteria Evidence** | Please see the Table above for the session rate per educator |  |
|  |  |
|  |  |
|  |  |
|  |
| **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 |  |

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 1 – 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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **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.
1. **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.

1. **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.

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **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).

1. **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.

1. **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.
1. **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 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

**CHEDULE 5**

**I: SAVE THE CHILDREN’S CHILD SAFEGUARDING 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 any form of child abuse, maltreatment or poor safeguarding practice. A child is anyone under the age of 18, and all children have an 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 Child Abuse?**

**Child abuse** consists of anything, which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of a safe and healthy development into adulthood.

This policy covers all forms of child abuse. Save the Children recognises five categories of child abuse, which are sexual abuse, physical abuse, emotional abuse, neglect and exploitation. Other sub-categories may be adopted from time to time. The policy also covers any poor safeguarding practice, which results in or creates a risk of child abuse or harm.

**Definitions of Child Abuse:**

|  |  |
| --- | --- |
| **Sexual Abuse** | **Sexual abuse** is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children. |
| **Physical** | **Physical abuse** is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child. |
| **Emotional** | Emotional abuse involves doing harm to a child’s emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child’s emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child |
| **Neglect** | Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.). It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.  |
| **Exploitation** | Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity; (a) in exchange for something the victim needs or wants, and/or (b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual. Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage. |
| **Child Labour**  | **Child Labour** is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:* is mentally, physically, socially or morally dangerous and harmful to children; and
* interferes with their schooling by:
* depriving them of the opportunity to attend school;
* obliging them to leave school prematurely; or
* requiring them to attempt to combine school attendance with excessively long and heavy work.

If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by Save the Children as child labour. However, any partner, supplier, contractor or sub-contractor must inform Save the Children of the name of any apprentice who will be directly involved with our work.For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.Child labour may also be a form of child slavery. **Child slavery** is the transfer of a young person (under 18) to another person so that the young person can be exploited.  |
| **Zero Tolerance** | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. 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 child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply chains, and relationships with third parties, 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:

* + United Nations Convention on the Rights of the Child (UNCRC);
	+ UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
	+ UK Modern Slavery Act 2015;
	+ 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.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

**3. Our approach to preventing the abuse and exploitation of children**

Save the Children is committed to preventing child abuse and exploitation, including through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect children from any form of abuse and exploitation in their private and working lives.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of child abuse and exploitation, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of child abuse or exploitation

**Responding:** Ensuring that immediate action is taken to identify and address reports of child abuse and exploitation, and to ensure the safety and well-being of the child/ren involved.

To help you identify incidents of child abuse, exploitation and poor safeguarding practice the following are examples of prohibited behaviour and practice, which are not tolerated by Save the Children:

1. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
2. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
3. Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviours. This includes exchange for assistance that is due to beneficiaries and their families
4. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
5. Engage anyone under the age of 18 in exploitative and harmful labour
6. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
7. Causing the death of or seriously injuring a child due to reckless or careless driving
8. Failing to ensure the required health and safety at construction or other sites where services are being provided and work implemented on behalf of Save the Children
9. Failing to follow the law or required procedures and regulations which result in the death or harm of a child

**4. The commitment we expect from you**

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any child sexual exploitation , sexual abuse or any other form of abuse or exploitation in their working and person lives.

1. You must have a zero-tolerance policy on Child abuse and exploitation and take all measures available to you to prevent and respond to actual, attempted or threatened forms of child abuse and exploitation involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual child abuse involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
3. You must **immediately report** any suspicion of child abuse or exploitation occurring in Save the Children, your organisation or the organisations you work with, that arises during the performance of the terms of this agreement with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
4. When you or any staff working for Save the Children under your control suspect or become aware of a child safeguarding concern in relation to work for Save the Children, you are obliged to:-
	* act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the Country Office Supply Chain lead, Child Safeguarding Focal Point, Save the Children Country Director / Regional Director or report to **childsafeguarding@savethechildren.org**
	* keep any information confidential between you and the person you report this to.
5. You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

**II: SAVE THE CHILDREN’S FRAUD, BRIBERY AND CORRUPTION POLICY**

**Our values and principles**

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

All Save the Children employees, partners and vendors have a duty to protect the assets of Save the Children and to comply with relevant laws (including the UK Bribery Act 2010). Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a dishonest manner while carrying out Save the Children’s work.

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must at all times be observed, so that SCI is compliant with all applicable laws and regulations.

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

**What we do**

Save the Children is committed to preventing acts of fraud, 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 fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of fraud, 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 fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

**Responding:** Ensuring that appropriate action is taken to investigate suspicions of fraud, bribery & corruption, and to support and protect SCI assets and resources. SCI is committed to taking all appropriate corrective actions, including disciplinary, legal or other actions, in light of any findings of fraud, bribery, or corruption with respect to relevant individuals (including those who have committed fraud and/or anyone who knew of such fraud but failed to act). SCI will take steps following any incidents of fraud, bribery, or corruption to review controls and protocols to identify and address any gaps or weaknesses.

**Definitions and examples of fraud, bribery and corruption**

To help you identify cases of fraud, bribery and corruption, some examples have been set out below, however this list is not exhaustive. If in doubt, contact your Save the Children representative or email scifraud@savethechildren.org:

**Fraud**: An act of deception intended for personal gain to obtain an advantage, avoid an obligation or to cause loss to another party even if no such gain or loss is in fact caused. For the purpose of this policy, fraud also covers the dishonest appropriation of property belonging to another, with the intention of permanently depriving them of it.

1. *embezzlement:* improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
2. *collusion*: improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);
3. *abuse of a position of trust:* improperly using one’s position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;
4. *nepotism or patronage*: improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);
5. *false accounting:* deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);
6. *false invoicing*: knowingly creating or using invoices that are false in any way;
7. *expenses fraud*: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
8. *payroll fraud:* dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating ‘ghost’ employees or by increasing an individual’s salary);
9. *tax or duty evasion*: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;
10. *forgery:* dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;
11. *brand fraud:* dishonestly using Save the Children’s name, branding or documentation for personal or private gain;
12. *obstructing proper process:* threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;
13. *failing to disclose information:* not providing accurate and complete information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a ‘***conflict of interest***’

**Bribery:** Offering, promising, giving, soliciting or accepting any financial or other advantage (e.g. money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or anything else of value), to induce the recipient or any other person to act improperly (illegally, unethically, or contrary to an expectation of good faith or impartiality, or where they abuse a position of trust.) in the performance of their functions, or to reward them for acting improperly, or where the recipient would act improperly by accepting the advantage. The outcome or reward for which the bribe is offered or given never actually has to occur for it to be a bribe; the promise of such an outcome/reward is sufficient.

1. *paying or offering a bribe:* give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
2. *receiving or requesting a bribe*: accept a payment, gift or hospitality from a third party including from government officials, representatives or other politicians that you know or suspect is offered with the expectation that it provides them or anyone else an advantage in return;
3. *receiving improper benefits*: give or accept a gift or provide any hospitality during any commercial negotiations or tender process, if this could be perceived as intended or likely to influence SCI’s decision-making;
4. *receiving a ‘kickback’:* improperly receiving a share of funds or a commission from a supplier as a result of involvement in a bid, tender or procurement exercise.

**Corruption**: The abuse of entrusted power or position for private gain. It relates to dishonestly accepting, obtaining or attempting to obtain a gift or consideration as an inducement or reward for acting, or omitting to act.

1. *facilitation payments*: typically small, unofficial payments made to secure or expedite a routine or necessary action (for example by a government official). They are an inherent risk in Fragile and Conflict affected states and constitute a form of diversion of aid from reaching those intended and potential sources of criminal and or terrorist financing.
2. *improperly seeking to influence a public official*: to obtain or retain a business or other advantage either directly, or through a third party by offering, promising or giving a financial or other advantage that is not legitimately due to the official or another person at the official's request or with his/her assent or agreement.

**Conflict of interest**: A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our work. Conflicts may be of a personal, financial or political nature. A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

**What is expected of you?**

1. You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected or actual fraud, bribery and corruption.
3. You must **immediately report** any suspicion of fraud, bribery or corruption occurring in their organisation that affects SCI funds, brand, staff or assets to Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children. Reports of suspicions of fraud, bribery or corruption are made to the
4. When you or any staff working for Save the Children Under your control suspect or become aware of fraud, bribery or corruption in relation to work for Save the Children, you are obliged to:-
	* act quickly and immediately report suspicions or knowledge of fraud, bribery or corruption to a relevant contact at Save the Children (which could include the Country Office Partnership lead, Program lead, Supply Chain lead, Senior Management Team member or the Save the Children Country Director / Regional Director and/or the Save the Children Head of Fraud Management at **scifraud@savethechildren.org**
	* keep any information confidential between you and the person you report this to.
5. You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children’s work.
6. You will cooperate with Save the Children in any investigations, and to enable Save the Children to keep our donors and members fully informed and promptly updated on any suspicion of fraud relating to their funds.

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

**III: SAVE THE CHILDREN’S HUMAN TRAFFICKING AND 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, suppliers 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:

1. **'chattel slavery'**, in which one person owns another person.
2. **‘Bonded labour’ or ‘debt bondage’,** which iswhen 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.
3. **‘Serfdom’,** which is when a person has to live and work for another on the other's land.
4. **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.
5. **‘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.
6. **‘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 you**

We expect the same high standards from all of our contractors, suppliers and other partners, and that all third parties working with or for SCI take measures to ensure that modern slavery and human trafficking are not present within their organisations and supply chains.

Partners All those who work for us or on our behalf (including all partners, suppliers, consultants and others to whom this policy applies) should make their staff and others who they work with aware that they should report any concerns or suspicions of modern slavery within SCI, their organisation, or the organisations that they work with to their SCI contact point, or an SCI Country or Regional Director.

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

**IV: CODE OF CONDUCT FOR IAPG AGENCIES AND 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) supports. 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 practised.
* 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.

**V: 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:**

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| --- | --- |
| **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 |

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| --- | --- |
| Zero Tolerance  | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is 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 the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. Save the Children is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is 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:

* + All relevant UK laws related to protection from sexual abuse, violence and harm, and those outlining measures for reporting known or alleged cases of abuse;
	+ Applicable laws in the countries where Save the Children operates; and
	+ UN Secretary General’s Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

**3. Our approach to preventing the abuse and exploitation of adults**

Save the Children is committed to preventing the sexual exploitation and abuse of adults, including through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to protect adults from any form of sexual abuse and exploitation in their private and working lives.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of any form of sexual exploitation and abuse, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of sexual exploitation or abuse of adults in vulnerable populations where we work.

**Responding:** Ensuring that immediate action is taken to identify and address reports of sexual exploitation and abuse and ensure the safety and well-being of the person being sexually exploited or abused.

To help you identify SEA incidents the following are examples of prohibited behaviour:

1. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
2. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
3. Sexual assault.
4. Forcing sex or someone to have sex with anyone.
5. Forcing a person to engage in prostitution or production of pornography.
6. Unwanted touching of a sexual nature.

**4. The commitment we expect from you**

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to prohibit their staff and representatives from engaging in any sexual exploitation and abuse in their working and person lives.

1. You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
2. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
3. You must **immediately report** any suspicion or incident of sexual exploitation or abuse occurring in Save the Children, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
4. When you or any staff working for Save the Children under your control suspect or become aware of a safeguarding concern in relation to work for Save the Children, you are obliged to:-
	* Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Save the Children (which could include the PSEA Focal Point, the Save the Children Country Director / Regional Director).
	* Keep any information confidential between you and the person you report this to.
5. You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

**VI: SAVE THE CHILDREN’S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY**

1. **Our values and principles**

Save the Children’s Anti-harassment, Intimidation and Bullying Policy expresses our commitment to maintain a workplace that is free of harassment, so that all those who work for Save the Children can feel safe and happy. We will not tolerate anyone harassing, intimidating, or bullying others in the workplace. We also prohibit wilful discrimination based on sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability and other aspects of identity. Save the Children expects the same standards to be applied by partners, contractors and supplier and all third parties associated with our work.

Save the Children takes a zero tolerance approach to any form of Harassment, Sexual Harassment, Intimidation and Bullying (as those terms are defined in this policy) in and outside of the workplace, including sexual exploitation and abuse and any conduct that is discriminatory or disrespectful toward others. This includes on Save the Children premises, in the communities in which we work or elsewhere, and whether during or outside of working hours.

All adults have the equal right to protection regardless of any personal characteristic, including their sex, gender, sexual orientation, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age, disability. Save the Children does not tolerate any action that violates a person’s dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment.

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.

1. **What is Harassment, Intimidation and Bullying?**

**Definitions of Harassment, Intimidation and Bullying**

|  |  |
| --- | --- |
| Word/Term | Definition |
| *Harassment* | **Harassment** consists of unwanted conduct, whether verbal, physical or visual, which is related to a person’s sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.  |
|  |  |
| *Sexual Harassment* | **Sexual Harassment** consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:1. unwanted physical contact, ranging from touching to sexual assault and rape;
2. verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person’s body or enquiries about a person’s sex life or sexual orientation;
3. non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;

d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using Save the Children IT/devices or personal mobiles/equipment; or(e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours. |
| *Intimidation* | **Intimidation** is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with Save the Children policy or procedure.  |
| *Bullying* | **Bullying** is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: **(i)** makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and **(ii**) a reasonable observer would identify as amounting to bullying behaviour.  |
| *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 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.). |
| *Discriminatory and disrespectful behaviour* | Other forms of harassment [that] may relate to a person’s gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both. |
| Zero Tolerance | * At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
* This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
* It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.
 |

Save the Children is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is 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 all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where Save the Children operates

Where the guidance in this policy conflicts with any applicable laws or regulations, the higher standard must be observed at all times.

**3. Our approach to anti-harassment, intimidation and bullying**

Save the Children is committed to preventing all forms of harassment, intimidation and bullying through the following means:

**Awareness:** Ensuring that all staff, representatives and third parties connected to Save the Children are aware of the high standards of behaviour and conduct expected of them to prevent any form of harassment, intimidation and bullying in the workplace.

**Prevention:** Promoting a safe and healthy working environment by applying all relevant policies and mechanisms to ensure that staff and those who work with Save the Children understand and minimise the risks of any form of harassment, intimidation and bullying.

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where suspicions or concerns arise regarding allegations of any form of harassment, intimidation and bullying in the workplace.

**Responding:** Ensuring that immediate action is taken to identify and address reports of any form of harassment, intimidation and bullying in the workplace and ensure the safety and well-being of the survivor/victim.

**4. The commitment we expect from you**

Save the Children expects the same high standards from all of our partners, contractors, suppliers and all third parties working with or for Save the Children, including taking measures to provide a safe and healthy working environment including protection from bullying and harassment at work.

You must have a zero-tolerance policy on any form of harassment, intimidation and bullying in the workplace and take all measures available to you to prevent and respond to any actual, attempted or threatened harassment, intimidation and bullying involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.

1. You must ensure that your staff members and those working with Save the Children under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, harassment, intimidation or bullying involving Save the Children staff or representatives, or your organisation’s employees or representatives that arises during performance of the terms of this Agreement.
2. You must **immediately report** any suspicion or incident of harassment, intimidation or bullying occurring in Save the Children, your organisation or sub-contractor in relation to your business partnership with Save the Children. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.
3. When you or any staff working for Save the Children under your control suspect or become aware of a harassment, intimidation or bullying concern in relation to work for Save the Children, you are obliged to:-
	* Act quickly and immediately report suspicions or knowledge of any harassment, intimidation or bullying concern or incident to a relevant contact at Save the Children (which could include the Save the Children Country Director / Regional Director).
	* Keep any information confidential between you and the person you report this to.
4. You will cooperate with Save the Children in any investigations of concerns reported under this Agreement, and keep Save the Children promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

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

## **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.

1. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. 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:

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.

1. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
2. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
3. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
4. Spending excessive time alone with children away from others.
5. 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:

* 1. 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.
	2. 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.
	3. 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.
	4. 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.
	5. Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
	6. 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.
	7. Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
	8. 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:

1. **'Chattel slavery'**, in which one person owns another person.
2. **‘Bonded labour’ or ‘debt bondage’,** which iswhen 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.
3. **‘Serfdom’,** which is when a person has to live and work for another on the other's land.
4. **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.
5. ‘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.
6. ‘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.