|  |  |
| --- | --- |
| Date | 14 November 2019 |
| ITT reference number | ITT/ABUJA/2019/003 |

Dear Sir / Madam,

Save the Children invites your submission of a tender to provide goods/services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following services: Provision of e-voucher payment services for a duration of twenty four months with a possible twelve months extension.

We include the following information for your review:

* Part 1: Tender Information
* Part 2: Conditions of Tendering
* Part 3: Terms and Conditions of Purchase (which will be signed by the successful Bidder)
* Part 4: Save the Children’s Child Safeguarding Policy
* Part 5: Save the Children’s Anti-Bribery and Corruption Policy
* Part 6: The IAPG Code of Conduct

Your tender response must be received in the following format:

* Full completion of the “Tender Response” document in order that your tender may be regarded as compliant. Those tenders returned not completed may be treated as void.
* Two hard copies of bid to be submitted on headed paper.
* Bids to be submitted in a sealed envelope, addressed to *Supply Chain Manager* at the below address.

***Save the Children International, No. 4 Danube Close off Danube Street Maitama FCT, Abuja, Nigeria.***

* The envelope should indicate the ITT reference number, but have no other details relating to the bid.

Your return tender must be received at the address above not later than 5th *December 2019 and 12 noon* ("the Closing Date"). Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the tender requirements, please contact Mr. Orefo Nonso(Contact Person) in writing at the following address, while quoting the tender reference number:

*E-mail address:* [Nigeria.tender@savethechildren.org](mailto:Nigeria.tender@savethechildren.org)

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

*Thomas Anywar*

*Head of Supply Chain*

**PART 1: TENDER INFORMATION**

**Introduction**

Save the Children is the world’s leading independent organisation for children. We work in 120 countries. We save children’s lives; we fight for their rights; we help them fulfill 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. We have over two million supporters worldwide and raised 1.6 billion dollars in 2011 to reach more children than ever before, through programmes in health, nutrition, education, protection and child rights, also in times of humanitarian crises.

**Provisional timetable**

|  |  |
| --- | --- |
| Activity | Date |
| Issue Tender Notice and Invitation to Tender | *15th November 2019* |
| Return of tenders (Closing Date) | 5th December 2019 |
| Public tender opening | 9th December 2019 |
| Tender Review Committee | 9th December 2019 |
| Bid clarifications as required | 18th December 2019 |
| Award Contract | 7th January 2020 |
| "Go-Live" with Supplier | 15th January 2020 |

**Indicative information**

Save the Children over the course of the past year have managed the distribution of 10 million USD through e-voucher platforms been bought by Save the Children over the course of the past year:

These distribution values are for information purposes only and are under no circumstances a guaranteed level of purchase by Save the Children under this contract.

**Specification of requirement**

Items that may be procured under this contract(s) include the below. Bidders may bid for some or all of these items.

**Scope of Service**

Save the Children Nigeria Country Programme is inviting service providers to submit bids inclusive of technical and financial proposals for e-voucher services that meet the following specifications detailed specifications:

Bidders should only submit offers for if they have demonstrable technical and practical experience and capacity and must be willing to provide the services in line with the detailed technical specifications provided by Save the Children.

**Detailed Technical Specifications for Required Services:**

a. Lot 1: Conditional & Non-Conditional E-Voucher Payment Service – No Threshold

The Successful Bidder will provide the following E-Payment Services across all the states where electronic voucher is used:

• E-Voucher (SMART card, NFC or any applicable type) with picture of beneficiaries

• Photo ID card type E-voucher for all beneficiaries (SMART card, NFC or any applicable type)

• Provide software to facilitate e-voucher transfers, beneficiary management and dashboard visualization. This will include configuration of mobile / Virtual money platform (restricted or unrestricted) for use in programs’ cash distribution.

• Transfer cash to the selected persons to purchase various livelihood assets such as income generating equipment; agriculture inputs; livestock etc

• The mobile/virtual wallets platform will be configured to allow:

o Each beneficiary of a project to be set up with a mobile wallet with the option, determined by SCI, to restrict and un-restrict at the point of exchange with a vendor, agent, or other party;

o SCI to credit the beneficiaries’ mobile wallets; updates to the vendor and commodity lists will be specified by SCI at most weekly.

o Funds credited to be redeemable for commodities at pre-approved vendors (as specified by SCI). Vendors and commodities can be added/removed from the network under the discretion of SCI.

o Transactions at vendors, including the specific commodities purchased, to be recorded electronically within the platform.

o Vendors to cash out through bank accounts and local agent network.

• Prices for commodities can be fixed in advance and transferred to mobile wallet, set to a certain range of prices, or allowed to be negotiated directly between vendor and beneficiary during each transaction.

• An unrestricted mobile wallet with a list of existing cash-out agents, and their daily liquidity.

• Monitoring platform or MIS (with appropriate controls / access rights as defined by SCI in the Scope of Works or eventual contract) for the project

• Baselines, end lines and post-distribution monitoring data to be recorded.

• Ability for the cards or transactions to work offline

• Beneficiary Biometric identification / authentication offering

• Ability to not only deliver cash, but to do conditional transfers with multiple wallets at the same time

• Agile/ adaptive/ innovative solution with the ability to modify application as necessary to fit specific needs

Successful Bidders will be required to provide the following E-Payment Services in Nigeria:

• E-Voucher (SMART card) with picture for beneficiaries

• Photo ID type E-voucher for all beneficiaries (SMART card)

• Provide software to facilitate cash distribution, beneficiary management and dashboard visualization. This will include configuration of mobile money platform (restricted or unrestricted) for use in programs’ cash distribution.

• Transfer cash to the selected persons to purchase various food and none food items, including livelihood assets such as income generating equipment; agriculture inputs; livestock etc.

• The mobile / Virtual wallet platform will be configured to allow:

• Each beneficiary of a project to be set up with a mobile wallet with the option, determined by SCI, to restrict and unrestricted at the point of exchange with a vendor, agent, or other party;

• SCI to credit the beneficiaries’ mobile wallets; Updates to the vendor and commodity lists will be specified by SCI at most weekly.

• Funds credited to be redeemable for commodities at pre-approved vendors (as specified by SCI). Vendors and commodities can be added/removed from the network under the discretion of SCI.

• Transactions at vendors, including the specific commodities purchased, to be recorded electronically within the platform.

• Monitoring platform or MIS (with appropriate controls / access rights as defined by SCI in the Scope of Works or eventual contract) for the project

• Baselines, end lines and post-distribution monitoring data to be recorded.

• Ability for the cards or transactions to work offline

• Beneficiary Biometric identification / authentication offering

• Vendors to cash out through bank accounts and local agent network.

• Prices for commodities can be fixed in advance and transferred to mobile wallet, set to a certain range of prices, or allowed to be negotiated directly between vendor and beneficiary during each transaction.

• An unrestricted mobile wallet with a list of existing cash-out agents, and their daily liquidity.

• Baselines, end lines and post-distribution monitoring data to be recorded.

**Duration and Timeline:** Two years (January 2020 to December 2022), a possible one year extension.

**Accountability of SCI**

• Provide crowd control mechanisms to ensure smooth distribution

• Provide volunteers to provide supervision and support distribution

• Ensure strict compliance to SCI Child Protection and Safeguarding Policy

• Ensure strict compliance to SCI Fraud, Bribery and Corruption Policy

• Provide training to service provider staff on Child Protection and Safeguarding

• Ensure compliance with all government regulations

• The service provider shall demonstrate that they will deliver all goods and services in accordance with the regulatory framework or e-payment systems in Nigeria.

**Accountability by Vendors**

• Ensure good quality services are provided within the stipulated time

• Ensure strict compliance to SCI Child Protection and Safeguarding Policy

• Ensure strict compliance to SCI Fraud, Bribery and Corruption Policy

• Make staff available for SCI provided training on Child Protection and Safeguarding

• Ensure compliance with all government regulations

**Collaboration/Ethical and Social Operating Standards**

• Honest, encourages openness and transparency, demonstrates highest levels of integrity.

• Working effectively with stakeholders to achieve common goals

• Excellent communication and interpersonal skills by the service providers

• Builds and maintains effective relationships, with the staff and beneficiaries

• Approachable, good listener, easy to talk to

• Avoidance of child labour, bondage, or forced labour, assurance of safety and reasonable working conditions, freedom of association, freedom from exploitation, abuse and discrimination

• Protection of basic social rights of its employees and the SCI beneficiaries.

• Not engaged in the adulteration of products or infringement of intellectual property and copy right laws.

• Not engaged in smuggling, or selling illegal products.

• Endeavouring to ensure that activities do not render civilians more vulnerable to attack or bring unintended advantage to any military actors or other combatants.

• Provision of goods and services with the least negative impact on the environment.

**Legal Status, Experience and Skill Requirements:**

1. The service provider shall be legally registered to operate in Nigeria or home country.

2. The service provider shall have physical presence or a representative certified to operate in Nigeria as required by law.

3. The service provider shall prove he has the technical capacity to deliver.

4. The service provider shall provide proof of legal ownership of the busniess.

5. The service provider shall have a valid tax clearance certificate.

6. Previous experience providing similar services to local/international NGOs in Nigeria preferred.

7. Previous experience providing similar services to local/international NGOs in North eastern States preferred

8. The service provider shall have good reputation evidenced by satisfacory references from recent reputable clients.

**Award criteria**

Award of the contract will be based on the following criteria:

a) ESSENTIAL CRITERIA:

Bidders must meet the following criteria:

* Bidder can legally operate in the country of residence (Attach Photocopy of Certificate of Business Registration)
* Bidder’s confirmation of compliance with the attached Conditions of Tendering, Key Contractual Terms, Save the Children’s Child Safeguarding Policy, Save the Children’s Anti Bribery and Corruption Policy and the IAPG Code of Conduct (Sign to confirm Acceptance of Terms and Conditions)
* Certificate/Licence to Operate as a certified Mobile Money Service Provider in Nigeria (Attach Photocopy)
* Evidence of a TIN Number for National Bidder and Evidence of tax Registration for International Bidder - (Attach photocopy)

b) PREFERRED CRITERIA

The following criteria are considered very important in the evaluation of this tender:

* Bidder’s prices demonstrate an economically advantageous position for Save the Children
* Quality and certification of Bidder’s products
* The financial sustainability of Bidder
* Suitability of the e-voucher payment or cash transfer platform in meeting required technical specifications - marks awarded based on techincal proposal and a presentation/demo of the payment system
* A demonstrable understanding of the Scope of Work and deliverables evidenced by a clear, professional and detailed technical proposal.
* Bidder provide satisfactory client reference of providing similar e-payment services to other International Non-Governmental Organisations (INGOs) in Nigeria – 5 marks per evidence attached
* Geographic coverage of bidders operations: Number of LGAs able to cover, Number of offices in different States

c) DESIRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

* Bidder’s responsiveness in emergency situations
* Bidder’s ability to provide warranties and guarantees as part of the contract
* Bidder demonstrates unique selling points and additional benefits or services that are of value to Save the Children

**Proposal Evaluation Approach.**

Weighted scoring evaluation approach

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 60/40 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

The Technical Proposals will be evaluated against the evaluation criteria in the section on award criteria. Total Maximum is 70 Points for the technical evaluation.

Only Proposals which receive a minimum of 42 points will be considered further.

b) Price Proposal (commercial evaluation)

The total amount of points allocated for the price component is 30 points. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = (Max. score for price proposal (30 Points) \* Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of SCI detailed in this tender) be awarded the contract(s).]

SCI will (subject to any negotiations and the various other rights of SCI detailed in this tender) award the contract(s) to the vendor(s) providing the lowest priced technically compliant Proposal(s).

**PART 2: CONDITIONS OF TENDERING**

1. **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) **Bidder** - 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 Bidders to SCI relating to the tender must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

1. **Acceptance of tenders**

SCI may, unless the Bidder 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 Bidder 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 Bidder 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**

Bidders 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 Bidders shall:

* recognise the confidential nature of the Confidential Information;
* respect the confidence placed in the Bidder 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 Tender Review Committee will review the Bidders 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 Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender 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 Bidders are required to comply fully with SCI’s Anti-Bribery and Corruption Policy (attached to these Conditions).

1. **Child Protection**

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

1. **Exclusion Criteria**

Any Bidder 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 Bidder operates.

Any Bidder 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 Bidder 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 Bidder 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 Bidders 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 3: TERMS AND CONDITIONS OF PURCHASE**

**1 Definitions and Interpretation**

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

**2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

a) correspond with their description in the Order and any applicable specification;

b) comply with all applicable statutory and regulatory requirements;

c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;

d) be free from defects in design, material, workmanship and installation; and

e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier’s records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

**3 Ethical Standards**

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

**4 Delivery / Performance**

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

**5 Indemnity**

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

**6 Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

**7 Termination**

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month’s written notice.

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

7.3 In the event of termination, all existing purchase orders must be completed.

**8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party’s rights;

b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and

c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

**9 Force majeure**

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

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

**10 General**

10.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. *[this document should be reviewed under local law and amended as necessary]*

10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

**PART 4: SAVE THE CHILDREN’S CHILD 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.

**PART 5:** **SAVE THE CHILDREN’S ANTI-BRIBERY AND 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.



**PART 6: 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) 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 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.