

# **INVITATION TO TENDER FOR SAVE THE CHILDREN INTERNATIONAL**

**SUDAN**

**19<sup>TH</sup> October 2021**

**Comprehensive Medical Insurance covering all  
SCI Sudan Staff**

**Date:** 19<sup>th</sup> of October 2021  
**Invitation to Tender  
(ITT) Reference No:** PR#112

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for Comprehensive Medical Insurance for all SCI Sudan Staff. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

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

- **[Part 1: Invitation to Tender Document](#)**
  - 1) Introduction to SCI
  - 2) Project Overview and Requirements
  - 3) Award Criteria
  - 4) Instructions & Key Information
- **[Part 2 : Core Requirements and Specification](#)**
  - Provides a detailed description of SCI specific requirements.
- **[Part 3 : Bidder Response Document](#)**
  - A template to be used to submit your response to this Invitation to Tender.
  - Includes the Terms & Conditions of Bidding.
- **[Part 4 : Appendices](#)**
  - Appendix 1 – Terms & Conditions of Purchase
  - Appendix 2 – Child Safeguarding Policy
  - Appendix 3 – Save the Children Anti-Bribery and Corruption Policy
  - Appendix 4 – Save the Children's Human Trafficking and Modern Slavery Policy
  - Appendix 5 – The IAPG Code of Conduct

Responses should be submitted no later than 3:30 pm on Sunday 12<sup>th</sup> of September 2021 using the Bidder Response Document provided in [Part 3](#) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#).

Queries should be directed to [SudanCO.procurement@savethechildren.org](mailto:SudanCO.procurement@savethechildren.org)

We look forward to receiving your response.

Omer Sharfy  
Head of Procurement

## PART I – INVITATION TO TENDER

### I. INTRODUCTION TO SAVE THE CHILDREN

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

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

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

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

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

For more information on the work we undertake and recent achievements, visit our website at [www.savethechildren.net](http://www.savethechildren.net)



## 2. PROJECT OVERVIEW AND REQUIREMENTS

### 2.1 PROJECT OVERVIEW

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

Item	Description
<b>Country</b>	<i>Sudan</i>
<b>Description of services</b>	<i>Medical Insurance covering all SCI Sudan Staff</i>
<b>Duration</b>	<i>1 year renewable for one more year (Depending on Performance)</i>
<b>Agreement Type</b>	<i>1) SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a 'Framework Agreement or FWA'. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service.</i>

## 3. AWARD CRITERIA

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

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

### 3.2 CAPABILITY CRITERIA

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

### **3.3 COMMERCIAL CRITERIA**

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

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

## **4. BIDDER RESPONSE DOCUMENT**

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

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

## **5. VETTING**

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

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

## 6. BIDDER INSTRUCTIONS

### 6.1 TIMESCALES

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

Activity	Date
Issue Invitation to Tender	19th October, 2021
Deadline for questions from Bidders	2nd of November 2021
Deadline for Return of Bids	9th November, 2021
Bid Clarifications	11th of November 2021
Award Contact	25th of November 2021
Mobilisation	1st of January 2022
Go Live	1st of January 2022

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](#) of this Tender Pack. Any bids received using different formats will not be accepted.

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

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

### 6.3 SUBMISSION OF BIDS

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

Bids can be submitted electronically or by hard copy:

**Electronic Submission**

- An email containing a copy of the bid:
  - a. Email should be sent to [SudanCO.procurement@savethechildren.org](mailto:SudanCO.procurement@savethechildren.org)
  - b. Email should be addressed to SCI Quotations. Please note – this email box is a sealed tender box so **DO NOT SEND QUESTIONS** related to this tender to this email address.
  - c. The subject of the email should be “Invitation to tender #123 Bidder Response – ‘Bidder Name’, ‘Date’”
  - d. All documents should be clearly labelled so it is clear to understand what each file relates to.
  - e. Email size should not exceed 15mb – if this limit is breached bidder should split the submission into two emails.
  - f. Do not copy other SCI email addresses into the email when you submit it as this may invalidate your bid.

Or;

**Paper Submission**

- Two hard copies of bid submitted on headed paper
  - Bids to be submitted to Save the Children International, House # 7 – East of Al Rasheeden Mosque - Alryad Area | P.O Box 3134
  - Bids should be submitted in a single sealed envelope addressed to Mohammed Malik.
  - The envelope should clearly indicate the Invitation to tender reference number #112, but contain no other details relating to the bid.
  - All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts), which are submitted in one single envelope as detailed above.

**6.4 CLOSING DATE FOR BID SUBMISSION**

Your bid must be received, either at the specific address or email address, no later than 3:30 pm on 12<sup>th</sup> of September 2021. 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.

**Omer Sharfy**

Head of Procurement

**Save the Children**

[Omer.Sharfy@savethechildren.org](mailto:Omer.Sharfy@savethechildren.org)

**Shireen Mohamed**

Head of Human Resource

**Save the Children**

[shireen.nabil@savethechildren.org](mailto:shireen.nabil@savethechildren.org)

Please be advised local working hours are 7:30 am to 3:30 pm, Sunday to Thursday.

Please allow up to 7 days for a response.

Where the enquiry may have an impact on other parties within the process, Save the Children will notify all other Bidders to maintain a fair and transparent process.

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

## PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

### I. SPECIFIC REQUIREMENTS

- **Save the children is calling for proposals/bids for medical insurance coverage for staff and their dependants who are based in Sudan. The medical insurance provider should be able to cover inpatient, outpatient, medical referrals & emergency services 24/7. The medical insurance company should be able to institute a “card system” with which medical facilities can provide services to **SAVE THE CHILDREN** staff and their dependants without requiring pre-approvals from the medical insurance company.**
- **SAVE THE CHILDREN in Sudan has many operational offices spread out almost every state in Sudan with the country office located in Khartoum. **SAVE THE CHILDREN** has a total of 2294 employees, female, male & dependences. The selected supplier must have the capacity to cover the medical insurance for all staff & their dependences in **SAVE THE CHILDREN**’s operational offices nationwide and out of Sudan if need.**

Location	Female Maternity	Female	Male	Dependencies
Khartoum	136	39	165	351
Al Geneina	32	9	39	82
Blue Nile State – Aldamazine	27	8	33	70
Elfasher	55	16	66	140
Elfula	2	1	3	6
Elobyeid	18	5	21	46
Kadugli	15	4	19	40
Red Sea State – Port Sudan	30	9	36	76
Sennar State – Sinja	21	6	26	55
Umshalaaya	6	2	7	15
Zalingi	62	18	75	159
Kawda	15	4	19	40
Abujibiha	53	15	64	137
Total				2294

### 2. SPECIFICATIONS

Providing reasonable, reliable and easily accessible health insurance services to staff and their dependants (Including their parents) 24 hours per say, 7 days per weeks, 365 days per year with respect to:

- Inpatient & Outpatient
- Optical & Dental Cover
- Maternity cover – with inpatient cover.
- Overseas Healthcare.
- General conditions.

- Widely spread network in Sudan.

The selected provider should cover the following elements:

- In-patient accommodation charges
- Doctor's (Physician, surgeon & anaesthetist) fees
- ICU\CCU\HDU\IMCU (intermediate care unit) and theatre charges
- Surgeries (general, orthopaedics, neurosurgery, dental)
- Drugs/medicine, dressing and internal surgical appliances.
- Pathology, x-ray, ultrasound, ECG & computerised Tomography & MRI scans.
- Radiography & Chemotherapy.
- In-patient physiotherapy
- Day care surgery
- Hospital accommodation of accompanying parent/guardian for hospitalised minors (state age limit)
- Inpatient psychiatry hospitalization cases coverage (state limit)
- Maternity (childbirth)
- Maternity services can be substituted by Obstetrics and gynaecological care to include (gynaecological, antenatal, delivery, and postnatal admissions)
- Maternity complications (Post-delivery)
- Neonatal care (incubation, phototherapy, congenital conditions, prematurity)
- Post Accidents/Trauma
- Investigations including laboratory (biochemical and pathology), ultrasound and Doppler ultrasound, ECG, ECHO, X-rays & computerized Tomography & MRI scans.
- ENT (ear, nose and, throat) admissions and operations.
- Ophthalmic admissions and operations.
- Cardiac admissions catheterization (diagnostic or therapeutic) and surgeries.

### **Outpatient:**

- Routine health check-ups (insured, dependants) insurance company to provide a list of service providers) no prior approval from insurance company. Number of check-ups to be proposed by bidder.
- Routine outpatient consultation.
- Diagnostic laboratory (biochemical and pathology) and imaging services (X rays, ultrasounds and Doppler, CT scan, MRI) Prescribed physiotherapy, prescribed medicine and dressing.
- Congenital conditions.
- Ambulance emergency services.
- Antenatal and post-natal care.
- Chronic, pre-existing conditions diabetes, hypertension etc.
- Dental cover.
- Optical Cover.
- Obstetric and gynaecological clinics.
- Psychiatric consultations and follow up.
- ENT clinics

### **Overseas Healthcare:**

1. The insurance company will be able to demonstrate robust assurance mechanisms are in place to reduce risks to patient safety. The Insurance company will demonstrate an open and constructive approach to clinical assurance and clinical risk management to ensure that any areas of risk are exposed and mitigating activity is in place.
2. The insurance company will provide protocols for evaluating of 3<sup>rd</sup> party providers overseas.

### **3. ADDITIONAL INFORMATION**

- The service will need to provide access to both primary and secondary care both in Sudan and abroad.
- There is the need for 24 hours per day, 7 days per week, and 365 days per year global provision which will, in turn, require a variety of specialist knowledge and experiences bases.
- This service will need to be managed proactively and time must be taken to understand and work within the culture and operational context. Visits between the insurance company's staff and user's contact staff are required so that the insurance company's staff quickly build up this understanding.
- It is absolutely essential that accurate data is kept to evaluate current services and enable effective future development and budgeting. This data should form part of the management information where requested, and monthly sharing of usage statements to principle staff.
- The users will require the insurance company to undertake patient satisfaction surveys during the lifetime of the contract.
- The provider will need to verify that the doctors are registered to practice with the General medical council (GMC) and have a licence to practice.
- Reimbursement/claims settlement (detailed procedure and timelines Not exceeding 15 days for claims submission)
- Bidder to provide minimum 3 focal persons.

## PART 3 – BIDDER RESPONSE DOCUMENT

### I. INTRODUCTION

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

- [Section I - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 – Capability Questions](#)
- [Section 4 – Commercial Questions](#)
- [Section 5 – Bidder Submission Checklist](#)
- [Schedule I – Terms & Conditions of Bidding](#)

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

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

### 2. INSTRUCTIONS

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

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

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



### SECTION 1 – KEY INFORMATION

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

KEY INFORMATION			
Organisation Name			
Please provide details of the primary products/services supplied by your organisation			
Please explain your experience of providing the goods or services requested in this tender document.			
Website address			
Address	Main Address	Registered Address (if different)	Address for Payments (if different)
Company Registration Number		Tax Number	
Year of Registration		Country of Registration	
Type of Business (e.g. Manufacturer, Distributor, Contractor)		Primary Country of Operation	
Total Annual Revenue (please state the currency)	2017	2018	2019
Annual Revenue (from goods and services requested in this tender)			

Have you supplied goods or services to SCI previously? If so, please provide a brief summary.	
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<b>KEY CONTACT DETAILS</b>
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	Primary Contact	Secondary Contact	Emergency Contact
Name			
Job Title			
Phone / Mobile			
Email			
Address			

<b>OTHER KEY INFORMATION</b>
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Provide details of what insurance cover you have and what the maximum value is	
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<b>KEY ROLES &amp; PERSONNEL</b>
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	Job Title	Role	E-mail Address
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).			



**SECTION 2 - ESSENTIAL CRITERIA**

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

Item	Question	Bidder Response	
		Yes / No	Comments / Attachments
1	Bidder accepts Save the Children's 'Terms and Conditions of Purchase' included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached 'Terms and Conditions of Purchase'.		
2	The Bidder and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded.  1) Child Safeguarding Policy 2) Anti-Fraud, Bribery & Corruption Policy 3) Slavery & Human Trafficking Policy 4) IAPG Code of Conduct 5) Conditions of Tendering	Yes / No	Comments
3	The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU.	Yes / No	Comments
4	The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).  This includes the Bidder submitting the following requirements (where applicable):  - Legitimate business address - Certification of Valid Tax Compliance - VAT certificate - Zakkah Certificate - Registration Certificates (Government & Board of Insurance)	Yes / No	Comments
		Requirement	Bidder Response / Attachments
		Legitimate Business Address	
		Certification of Valid Tax Compliance	
		VAT certificate	
		Zakkah Certificate	
		Registration Certificates (Government & Board of Insurance)	
5	The bidder meets specification (in Part 2 CORE REQUIREMENTS & SPECIFICATIONS) for service	Yes / No	Comments
6	The bidder provided quotes for individual family pool cover as categorised (in Part 2 CORE REQUIREMENTS & SPECIFICATIONS)	Yes / No	Comments / Attachments
7	Bidder submitted customer's feedbacks on service for the last 2 years.	Yes / No	Comments / Attachments
		d	
8	Time Required for printing cards	Yes / No	Comments / Attachments



<b>9</b>	Reimbursement Timeline.		
<b>10</b>	Reimbursement Rates.	<b>Yes / No</b>	<b>Comments / Attachments</b>

### SECTION 3 – CAPABILITY QUESTIONS

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

<b>Item</b>	<b>Question</b>	<b>Bidder Response</b>		
<b>1</b>	Bidder to provide a summary of their organisation by completing Section 1 'Key information' of the Bidder Response Document. (Should include company name/contacts, address, details of company type e.g. private, country of operation, history, contact details for bank references, ongoing and history of litigation or arbitration awards against the bidder etc)			
<b>2</b>	<b>REFERENCES</b> Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender. Examples provided must be for similar projects within a similar environment / context to that in which Save the Children operates, and within the last two (2) years.	<b>Client Name</b>	<b>Contact Details (Name &amp; Email)</b>	<b>Project Description</b>
1)				
2)				
<b>3</b>	Financial Sustainability of the bidder: The bidder Shares letter of financial capability.	<b>Bidder Response</b>		<b>Attachment(s)</b>
<b>4</b>	Geographical Coverage			
<b>5</b>	Free Life/Takafol cover for all staff in case of natural death or for accidental death. Age covered.	<b>Bidder Response</b>		<b>Attachment(s)</b>



SECTION 4 – COMMERCIAL QUESTIONS

Service	Pricing (USD) For Male, Single Female & Child	Pricing (USD) For Female (Maternity)	Insurance Card Type/class (Should all be one type/class)
Premium			
Ceiling per person			
Sub Ceiling: accidents & emergencies			
Sub Ceiling: Outpatient treatment including consultation, lab, imaging, medication, outpatient surgical procedures and services			
Sub Ceiling: Outpatient dental treatment including relief of dental pain, accidental damage to natural teeth, restoration of natural teeth including extraction, surgical procedures including x-rays, examination, semi-precious & composite fillings, root canal treatment & gum treatment			
Sub Ceiling: inpatient & day-care treatment including accommodation, inpatients consultation, investigation, medication, nursing, medical procedures. The benefit includes the admission for flow up of disclosed & accepted pre-existing chronic conditions.			
Sub Ceiling: inpatient & day-care surgery including theatre, surgeon, anaesthetist, intra-operative medications & consumables, day-care endoscopic & laparoscopic therapeutic procedures			
Sub Ceiling: clinical illness			
Sub Ceiling: Optic & Ophthalmic Care			
Sub Ceiling: Obs & Gyn including pre-natal treatments & examinations, complications of pregnancy, medical conditions that arise during childbirth, including up to 10 antenatal care visits & U/S scans per pregnancy.			
Extra benefits; Bidder to specify. Example: inpatient Covid services, Pool fund, special coverage (HIV, Cancer etc)			

Admission class			
Total Cost for one year: (USD)			

• **Payment Terms:**

**1. Payment Milestones Quarterly**

**2. Payment shall be either through overseas transfer or USD Cheque or Equivalent in SDG @SCI Rate of exchange. The options are up to supplier’s discretion, conditioned that overseas transfer shall be within 45days.**

## 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 Questions	
4.	Section 4 – Commercial Questions	

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

Section	Required Document / Evidence	Please Tick
<b>Essential Criteria Evidence</b>	Proof of legitimate business address	
	Copy of Certification of Valid Tax Compliance	
	Copy of VAT certificate	
	Copy of Zakkah Certificate	
	Copy of Registration Certificates ( Government & Board of Insurance)	
<b>Capability Criteria Evidence</b>	Completed Bidder Response Document	
	Audited accounts for the last three years.	
	two (2) examples of their experience in providing services similar to those included within the scope of this tender. (Certificates)	
<b>Commercial Criteria Evidence</b>	Completed Bidder Response Document	



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

<b>Policy</b>	<b>Signature</b>
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 I – TERMS & CONDITIONS OF BIDDING

### Definitions

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

- (a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- (b) **Potential supplier** - a person or organisation who bids for the tender.
- (c) **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- (d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

### 1. The Contract

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

### 2. Late tenders

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

### 3. Correspondence

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

### 4. Acceptance of tenders

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

### 5. Alternative offer

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

### 6. Prices

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

#### **7. No reimbursement of tender expenses**

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

#### **8. Non-Disclosure and Confidentiality**

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

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

#### **9. Award Procedure**

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

#### **10. Information and Record Keeping**

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

#### **11. Anti-Bribery and Corruption**

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

#### **12. Child Protection**

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

#### **13. Human Trafficking and Modern Slavery**

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

#### **14. Exclusion Criteria**

Any Potential supplier is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

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

#### **15. Conflict of Interest / Non Collusion**

Any Potential supplier is required to confirm in writing:

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

#### **16. Assignment and novation**

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

## **PART 4 - APPENDICES**

**Appendix 1** - Terms & Conditions of Purchase

**Appendix 2** – Save the Childrens Safeguarding Policy

**Appendix 3** – Save the Childrens Anti-Bribery and Corruption Policy

**Appendix 4** – Save the Childrens Human Trafficking and Modern Slavery Policy

**Appendix 5** – Code of Conduct for IAPG Agencies and Suppliers

## APPENDIX 1 – SAVE THE CHILDRENS SAFEGUARDING POLICY

### Our values and principles

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

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

### What we do

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

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

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

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

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

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

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.

10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

### **Our values and principles**

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

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

### **What we do**

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

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

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

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

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

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

14. Hitting or otherwise physically assaulting or physically abusing children.
15. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
16. Developing relationships with children which could in any way be deemed exploitative or abusive.
17. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
18. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
19. Behaving physically in a manner which is inappropriate or sexually provocative.
20. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
21. Doing things for children of a personal nature that they can do themselves.
22. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
23. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
24. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
25. Spending excessive time alone with children away from others.
26. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

- keep any information confidential to you and the manager.

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

## APPENDIX 2 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

### Our values and principles

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

### What we do

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

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

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

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

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

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

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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

You are obliged to:-

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

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

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

## APPENDIX 3 – 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:

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

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

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

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

### 3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

#### **4. The Commitment we expect from commercial partners**

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

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

## APPENDIX 4 – 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.