

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

SAVE THE CHILDREN SOMALILAND OFFICE

**DRILLING AND EQUIPPING 250-METER-DEEP
BOREHOLE IN DADABLEH-SHURKO, SANAAG REGION
OF SOMALILAND.**

Date: 24th August 2020
**Invitation to Tender
(ITT) Reference No:** ITT/SC/2020 -
PR/HAR/2020/17804

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the **Drilling and Equipping 250-Meter-Deep Borehole in Dabableh-Shurko, Sanaag Region of Somaliland**. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

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

- **Part 1: Invitation to Tender Document**
 - 1) Introduction to SCI
 - 2) Project Overview and Requirements
 - 3) Award Criteria
 - 4) Instructions & Key Information
- **Part 2 : Core Requirements and Specification**
 - Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
- **Part 3 : Bidder Response Document**
 - A template to be used to submit your response to this Invitation to Tender.
 - BOQs and Designs to be filed and stamped
 - Technical Specification for Dadablehe-Shurko borehole drilling
- **Part 4 : Appendices**
 - Appendix 1 – Recommendation from geophysical and hydrological survey.
 - Appendix 2 – Terms & Conditions of Purchase
 - Appendix 3 – Child Safeguarding Policy
 - Appendix 4 – Save the Children Anti-Bribery and Corruption Policy
 - Appendix 5 – Save the Children's Human Trafficking and Modern Slavery Policy
 - Appendix 6 – The IAPG Code of Conduct

Responses should be submitted no later than 3:30 pm on **13rd September 2020** 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 in this document.

Queries should be directed to Somaliland.procurement@savethechildren.org

We look forward to receiving your response.

Procurement Committee Somaliland.

PART I – INVITATION TO TENDER

I. INTRODUCTION TO SAVE THE CHILDREN

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

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

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

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

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

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



2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 PROJECT OVERVIEW

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

Item	Description
Country	<i>Somaliland</i>
Description of goods or services	<i>Drilling and Equipping 250-Meter-Deep Borehole in Dabableh-Shurko, Sanaag Region of Somaliland</i>
Duration	<i>Based on the work plan for the recommended/awarding bidder</i>
Agreement Type	<i>SCI intends, but reserves the right not to, enter into a Contract which commits us to buying the goods or services listed in Part 2</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. This criteria is scored as Pass or Fail and will not be evaluated against capability and commercial criteria. For more details, please see detailed criteria on the tender response form attached to this document.

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. For more details, please see detailed criteria on the tender response form attached to this document.

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. For more details, please see detailed criteria on the tender response form attached to this document.

4. BIDDER RESPONSE DOCUMENT

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

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

5. VETTING

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

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

6. BIDDER INSTRUCTIONS

6.1 TIMESCALES

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

Activity	Date
Issue Invitation to Tender	24 th August 2020
Deadline for questions from Bidders	2 nd September 2020
Deadline for Return of Bids	13 rd September 2020
Bid Clarifications	16 th September 2020
Award Contact	17 th September 2020
Mobilisation	18 th September 2020
Go Live	18 th September 2020

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 by hard copy:

Paper Submission

- One hard copy of bid submitted on headed paper
 - Bids to be submitted to Save the Children Hargeisa Office at Koodbuur District, Jigjiga yar, Maansoor Area.
 - Bids should be submitted in a single sealed envelope addressed to Procurement Committee, Save the Children Somaliland Office at Hargeisa.
 - The envelope should clearly indicate the Invitation to tender reference number (**ITT/SC/2020 - PR/HAR/2020/17804**), but contain no other details relating to the bid.
 - All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be dropped at tender box located at SCI Hargeisa Offices. The bids must be in a sealed envelope and tender reference number. The tender reference number must be indicated on the sealed envelope. The deadline for submission of bids must be, no later than **(13rd September 2020 at 3:30 pm)**. 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.

Somaliland.procurement@savethechildren.org

Please be advised local working hours are 7:30 am -3:30pm

Please allow up to 2 working days for a response.

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

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

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

1. INTRODUCTION

For over 90 years, Save the Children has been making a difference in children's lives in more than 120 countries. We are the world's largest independent child rights organisation, underpinned by a vision in 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. Save the Children has an office in Hargeisa and uses office supplies to run their day today office operations.

2. SPECIFIC REQUIREMENTS

Save the Children Somaliland, Hargeisa office requires highly competent suppliers who can bid **Drilling and Equipping 250-Meter-Deep Borehole at Dadablehe-shurko in Erigavo District, SanagRegion of Somaliland.**

3. SPECIFICATIONS

CATEGORY	MINIMUM INFORMATION TO BE PROVIDED	OPTIONAL INFORMATION TO BE PROVIDED
CONSTRUCTION	Drilling and Equipping 250-Meter-Deep Borehole in Dabableh-Shurko, Sanaag Region of Somaliland	

PART 3 – BIDDER RESPONSE DOCUMENT

I. INTRODUCTION

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

- [Section 1 - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 – Capability Questions/criteria](#)
- [Section 4 – Commercial Questions/criteria](#)
- [Section 5 – Technical specification , Typical Design and BoQ for Dadablehe-Shurko borehole 250m drilling](#)
- [Section 6 – Bidder Submission Checklist](#)
- [Schedule 1 – Terms & Conditions of Bidding](#)

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

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

2. INSTRUCTIONS

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

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

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



SECTION 1 – KEY INFORMATION

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

KEY INFORMATION			
Organisation Name			
Please provide details of the primary products/services supplied by your organisation			
Please explain your experience of providing the goods or services requested in this tender document.			
Website address (if available)			
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)	2020	2019	2018
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.			

KEY CONTACT DETAILS			
	Primary Contact	Secondary Contact	Emergency Contact
Name			
Job Title			
Phone / Mobile			
Email			
Address			
OTHER KEY INFORMATION			
Provide details of what insurance cover you have and what the maximum value is			
KEY ROLES & PERSONNEL			
Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).	Job Title	Role	E-mail Address

SECTION 2 - ESSENTIAL CRITERIA

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

Item	QUESTION	BIDDER RESPONSE/CONFIRMATION	
		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. <ul style="list-style-type: none"> 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 confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant Somaliland legislation This includes the Bidder submitting the following requirements: <ul style="list-style-type: none"> - Do you have Valid Licence from Somaliland Ministry of Water Development registering your company as a Drilling Company? - Do you have proof of tax compliance for 2020? 	Yes / No	Comments -Please attach copy of valid licence. -Please attach tax payment receipts/tax clearance certificate

SECTION 3 – CAPABILITY QUESTIONS/CRITERIA

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

Item	QUESTION	BIDDER RESPONSE		
1	REFERENCES Bidder provides three (3) Evidences/ References of their past experience in undertaking similar drilling assignments of drilling works. References 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.	Client Name	Contact Details (Name & Email)	Project Description
		1)		
		2)		
		3)		
2	Quality (20%) Previous experience in Supplying of accommodation and catering services to INGOs, UN and government officials and the reliability through providing client official references – 20% (20 points for >3 offices, 15 points, for 2 office, 5 point for <=1 office).	Bidder Response	Attachment(s)	
			Attach recommendation letters, completion certificates, Contracts or any other related document as an evidence	
3	Capacity (40 %) Financial health: (Bank statement for last 1 year) – 20% (20 points for more than \$100,000 Turnover, 15 points for \$90,000 – \$50,000 turnover, 10 points for \$30,000 - \$50,000 Turnover, 5 points for <\$30,000 Turnover, 0 points for no bank statement) Technical Expertise: 20% (10 points for profile including CVs of technical staff with the Engineer, 10 points for list of equipment's including work plan, 0 points for no CVs, list of equipment's and work plans)	Bidder Response	Attachment(s)	

SECTION 4 – COMMERCIAL CRITERIA

Below formula shall be used to calculate commercial score: -

COMERCIAL CRITERIA	
Commercial (40%)	Commercial criteria score = $\left[\frac{100 \times \text{Lowest bid value}}{\text{Current bid value}} \right] \times 0.4$

Below is the Technical specification, Typical Design and BoQ for Dadablehe-shurkoborehole 250m drilling:



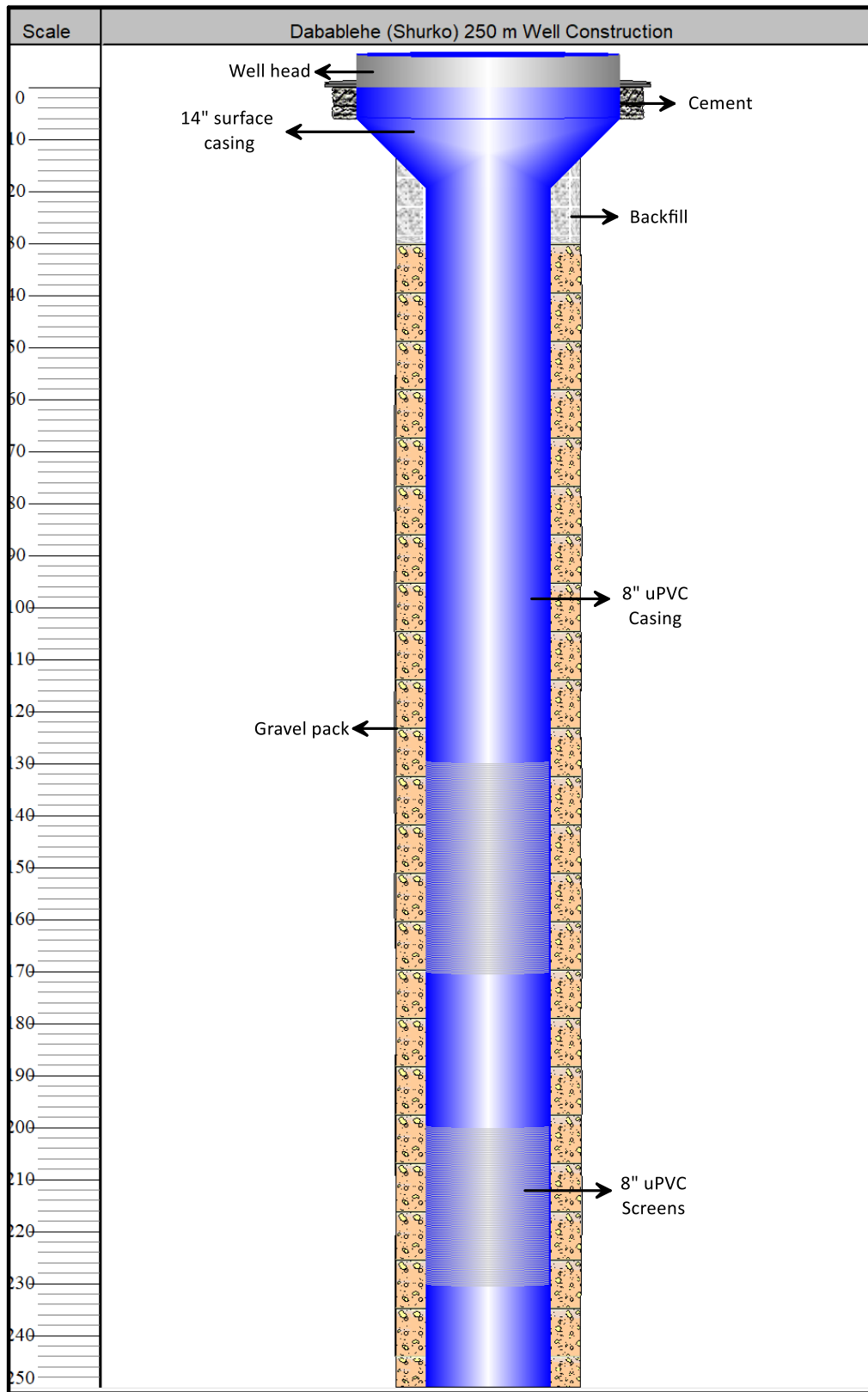
Save the Children

Dadablehe-Shurko Borehole Drilling Bill of Quantities for a Borehole 250 m depth

Item	Work Description	Unit	QTY	Unit Price USD	Total Price USD
A	General Items				
1	Mobilization/	Ls	1		
2	Inter-site mobilization	Ls	1		
3	Site cleaning, rigging & excavation of mud pits	Ls	1		
	sub-total A				
B	Drilling				
4	Drilling with 17.5" bit in the upper part unconsolidated material	m	6		
5	Drilling in all types of formation @12.25"	m	244		
6	Supply and use Bentonite clay powder drilling mud 25kg bag	Bag	20		
	Logging				
7	Lithological Logging	LS	1		
	sub-total B				
C	Supply and Installation of Material				
8	Supply and install of 14" steel surface casing	m	6		
9	Supply and install Mild steel/uPVC 8" bland casing	m	175		
10	Supply and install mild steel/uPVC 8" screen casing	m	75		
11	Supply and installation of 3/4 observation pipe	m	250		
	sub-total C				
D	Well Completion and Sanitary Protection Work				
12	Supply and install and pack clean well rounded and sorted river gravel in to annular space and/or casing Gravel should also be washed with water to remove weathered particles before packing.	m ³	15		
13	Well cleaning and development	hrs	12		
14	Grout with mass concrete to a depth of 2m	m ³	1		
13	Construct well head construction with excellent sanitary ceiling through construction of RCC concrete block around the well starting from 1.5 deep and 65cm above the ground while the mouth of the borehole is tightly fixed closed with steel lid	m ³	3.096		
	sub-total D				
E	Pumping Tests including result analysis				
14	Constant discharge test	hrs	72		
15	Monitoring Recovery	hrs	24		
16	Step draw-down test (Variable discharge)	hrs	12		
17	Supply and install well cap	pcs	1		
18	Water quality analysis	Ls	1		
	sub-total E				
	Grand Total				



Dabablehe (Shurko) Typical Borehole Design 250 m deep





Shurko (Dabablehe) Borehole Drilling Technical Specifications

1. OBJECTIVES:

The main objective is to develop reliable production boreholes:

S/No	Site Name	Longitude	Latitude	UTMX Meters	YTMX Meters	VES-ID	Recommended Depth (m)
1	Dabablehe - Shurko	47.74780°	10.78706°	800501	1193784	VES1	250

2. MOBILISATION

1. Mobilization shall consist of all, necessary manpower, drilling rig and tools, and construction materials to different sites. Demobilization shall consist of clean-up work and operations including, but not limited to those necessary to the removal of personnel, equipment, and incidentals from the project site.
2. The Contractor shall also mobilize all the necessary materials such as water for drilling, drilling chemicals fuels etc, which are required during the progress of the works.

3. DRILLING

- 3.1. The Contractor shall clear the site during rigging up and excavation of mud pit and measurements shall be the net-in-site volume obtained from the difference between the lines and levels of the ground surface agreed with the Employer before excavation is commenced.
- 3.2. Where drawings do not indicate profiles, then these shall be held to be equal to the net plan area with the sides taken as vertical.
- 3.3. The Contractor shall only adopt mud system since collapse and circulation loss is expected in the area.
- 3.4. The Contractor shall use different drilling fluid Bentonite, drilling foam etc., with appropriate drilling technique.
- 3.5. Units of measurements for drilling shall be in meters and measurements are taken based on geological samples taken after drilling.
- 3.6. The rates of drilling shall be based on geological formations.



- 3.7. Geological logging shall be performed after the end of each drilling and drawings should be submitted accordingly.
- 3.8. Drilling up to the estimated depth shall not necessarily proceed and drilling can be ceased based on the hydrogeological and geological condition when approved by Employer Hydrogeologist (Engineer).
- 3.9. The diameter of the well shall not be not less than 12 ¼” in diameter.
- 3.10. The boreholes that are drilled with rotary equipment the following drilling fluid may be used,
 - Drilling mud containing Bentonite or other clay minerals.
 - Drilling mud composed of water and a thickening agent containing no solid particles. Examples are the starch based mud, revert, and polymer based mud such as quick thick.
- 3.11. The drilling equipment and methods used should be capable of drilling through both overburden and bedrock.

4. INSTALL CASINGS

- 4.1. Surface steel casing of minimum 14 inch might be needed for the upper unconsolidated sediments for all boreholes.
- 4.2. Deep boreholes beyond 250 m depth, production Casings and screens shall be Steel 8" in diameter, Steel blind and screen type or equivalent and shall be measured in meters.
- 4.3. The rates of casing (blind or screen) shall include installing up to desired depth.
- 4.4. Installations of casings and screens shall be up to required depth as per standards and the geological logs to meet the function of the aquifer and the type of pumps to be used.
- 4.5. Minimum wall thickness for all well casing shall be 10 mm.
- 4.6. Well screen shall be continuous slot wire wound screens as manufactured by Johnson screens or equivalent. For different sizes, the slot size should be specified by the Engineer after sieve analysis of the aquifer samples.

5. GRAVEL

- 5.1. Gravel for drilled wells shall be river gravel, round and having sufficient strength and proper sizes to meet the designed screen for proper filtration. Gravel should also be washed with water to remove weathered particles before packing.



- 5.2. The gravel shall be predominantly Silica.
- 5.3. Gravel shall be supplied and packed up to the required depth shall be measured in meter cube.
- 5.4. Gravel size is selected based on the geological strata of the drilled well.

6. WELL CLEANING AND DEVELOPMENT

- 6.1. The well shall be cleaned and developed so as to arrange the positions of gavel for a good filter media so that clean water can be drawn while developing.
- 6.2. The time interval for cleaning and developing shall be of minimum twelve (12hrs) and the unit of measurement is in hours (hrs).
- 6.3. The well shall be grouted with mass concrete up to a maximum depth of 2m and a well head shall be constructed facilitating a good drainage that protect vertical seepage around the well

7. METHOD AND EQUIPMENT FOR PUMPING TESTS

The contractor shall provide the following equipment

- Submersible pump designed to pump water at the desired depth.
- Diesel generator to run the pump.
- Suitable devices to measure the discharge.
- Water level measurement device capable of measuring the desired depth.

7.1.Data collection

1) Step draw-down test:

Test pumping will comprise an extended step draw-down test of 3 hours duration for each step and minimum of five (3) steps is required.

2) Continuous Draw-down (Constant rate Test)

The duration of the test shall be 24 hours.

3) Recovery test

After 24 hours of continuous test, the pump should be turned off and measurement of water level recovery should be immediately be undertaken

4) Field analysis



During the pumping tests, pH, electrical conductivity and the temperature of the water should be measured.

5) Chemical analysis

Two samples of 5 liter each shall be collected at the end of the pumping test for further chemical analysis of the water in order to determine the portability of the water and should be compared with WHO guideline. The test should be performed are bacteriological and physio-chemical analysis. The parameters that to be analyzed should include: PH, Alkalinity, Hardness, Electrical Conductivity, and major and minor Cations & Anions (Na^{+1} , K^{+1} , Ca^{+2} , Mg^{+2} , Fe^{+3} , HCO_3 , CO_3^{-2} , Cl^{-1} , F^{-1} , NO_3 , NO_2 and so on)

8. WELL HEAD CONSTRUCTION

The contractor shall construct a well-built wellhead in order to protect the well against pollution. The wellhead should be constructed with concrete mix of 1:2:4 ratios.

9. REPORTING

A final report shall be produced for well including but not limited to the following information:

- Location and reference number of the well
- Make and type of drilling rig and details of tools used
- Names of Foremen and Drillers
- The detailed log of drilling activities
- Well screen and casing arrangements
- Details of gravel pack sections, Bentonite seals and inert fillings
- Details of development operations carried out.
- Detailed diary of test pumping operations.
- A complete record to all water level readings time and discharge.
- Details of the pump and its installation depth.
- Complete chemical analysis of ground water



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 and requirements.	
4.	Section 4 – Commercial criteria	

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

Section	Required Document / Evidence	Please Tick
Essential Criteria Evidence	Proof of legitimate business address	
	Copy of tax registration number & certificate	
	Copy of business registration certificate	
Capability Criteria Evidence	Completed Bidder Response Document	
	Supporting Financial Documents	
Commercial Criteria Evidence	Completed Bidder Response Document	

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

Policy	Signature
Conditions of Tendering	
Terms & Conditions of Purchase	
Child Safeguarding Policy	
Anti-Bribery & Corruption Policy	
Human Trafficking & Modern Slavery Policy	
IAPG Code of Conduct	

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

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date

.....

PART 4 – APPENDICES

Appendix 1 - Recommendation from geophysical and hydrological survey.

Appendix 2 - Terms & Conditions of Purchase

Appendix 3 – Save the Childrens Safeguarding Policy

Appendix 4 – Save the Childrens Anti-Bribery and Corruption Policy

Appendix 5 – Save the Childrens Human Trafficking and Modern Slavery Policy

Appendix 6 – Code of Conduct for IAPG Agencies and Suppliers

APPENDIX 1 – TERMS & CONDITIONS OF PURCHASE

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or in the Order.
- (d) **Deliverables:** all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
- (f) **Order:** The Customer's order for the supply of Services, as set out in the Customer's purchase order form.
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

1.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Services

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

2.2 In providing the Services, the Supplier shall:

- (a) ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements;
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

2.4 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

2.5 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements

3.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.

3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:

- (a) Child Safeguarding policy;

(b) Fraud, Bribery and Corruption policy; and

(c) Human Trafficking and Modern Slavery policy,

(together, the “Mandatory Policies”), attached to these Conditions.

- 3.4 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.
- 3.5 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 3.6 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.7 The Supplier agrees to allow the Customer’s employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier’s books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier’s operations.
4. Performance
- 4.1 The Supplier shall perform the Services in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 If the Supplier fails to comply with the time requirement referred to in Condition 4.1 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.
- 4.3 The Services shall be supplied at the destination and on the date or within the period specified in the Agreement and, in any event, during the Customer’s usual business hours or as instructed by the Customer.
- 4.4 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 4.5 The Customer shall be entitled to reject any Services supplied which are not in accordance with the Agreement. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 4.6 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.

4.7 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

5. Indemnity

5.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) breach of any warranty given by the Supplier in Condition 9;
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

6. Price and Payment

6.1 The price of the Services shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

6.2 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

6.3 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

7. Termination

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

- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
- (a) the Supplier is in material breach of its obligations under the Contract; or
 - (b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
 - (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
 - (d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
 - (e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
 - (f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.4, 4.5, 4.6, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. Customer's Name, Branding and Logo

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

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:

- a. the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
- b. it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Contract and will produce evidence of that action to the Customer on its request;
- c. it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
- d. information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Contract was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;
- e. 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;
- f. none of its directors or officers or any of the employees of the Supplier has any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause Error! Reference source not found. during the term of this Contract, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights in Clause **Error! Reference source not found.**

10. Re-tendering

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

11. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict

disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13. Customer property

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

14. Notices

14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

15. Force majeure

15.1 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 a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

15.3 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.

16. General

16.1 Assignment and subcontracting:

- (a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) 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.

16.2 Severance:

- (a) 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.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.3 Waiver and cumulative remedies:

- (a) No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

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

16.6 Variation: Except as set out in these Conditions, 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 the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.

16.7 Governing law and jurisdiction: 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 (including non-contractual disputes or claims).

APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.

13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

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

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

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

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

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

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

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

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

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

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

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

What we do

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

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

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

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

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

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

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

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

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not

to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

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

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

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

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

1. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

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

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

4. The Commitment we expect from commercial partners

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

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

APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & SUPPLIERS



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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

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

Disclaimer

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

