

Date

**November 21, 2016**

Dear Sir / Madam,

Save the Children invites tenders for the provision of payment services in accordance with the conditions detailed in the attached documents.

Save the Children intends to issue a contract for the following/services: Provision of Cash Transfer payments as a component of the USAID Food for Peace Project "**Western Program of Integrated Food Security & Nutrition Actions**" (known by its Spanish acronym, PAISANO) and reference **FFP-A-12-00007** with a period of implementation running **August 1, 2012 to July 31, 2018**.

We include the following information for your review:

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

Your tender response must be received in the following format:

- Full completion of the "Tender Response" document to qualify as compliant with the terms outlined herein. Incomplete tenders will be regarded as void.
- **Four hard copies** of bid to be submitted on headed paper. **One original document** and **three copies** of the entire original and not part of it.
- **1 digital copy** in a USB Flash Drive to be included with the hard copies of the proposal.
- Bids to be submitted in a sealed envelope, addressed to **PAISANO CTP - Procurement Committee** at the below address. The envelope should indicate the ITT reference number, but have no other details relating to the bid.

Your return tender must be received at the address below not later than **January 16, 2017 at or before 17:00 hours local time** ("the Closing Date"). Failure to meet the Closing Date may result in the tender being void. Returned bids must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the tender requirements, please contact **procurement committee** in writing at the following address:

**[procurement.ctp@savethechildren.org](mailto:procurement.ctp@savethechildren.org)**

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

Yours faithfully,

**Miriam Hernández**  
Procurement Manager

*Save the Children International  
Guatemala Country Office  
5a avenida 16-73 zona 10, 01010  
Guatemala City, Guatemala*

## PART 1: INVITATION TO TENDER

### Introduction

**Save the Children** is the world's leading independent organization for children, which works in over 120 countries around the world. **OUR VISION** is to have a world in which every child attains the right to survival, protection, development and participation. **OUR MISSION** is to inspire breakthroughs in the way the world treats children, and to achieve immediate and lasting change in their lives.

### SC Guatemala History

In FY 2012, the U.S. Agency for International Development (USAID) Office of Food for Peace (FFP) issued an award to Save the Children (SC) Guatemala to implement the project, "**Western Program of Integrated Food Security & Nutrition Actions**" known by its Spanish acronym, PAISANO.<sup>10</sup> SC implemented PAISANO with Project Concern International (PCI) in three departments in Guatemala's western highlands. It is a follow-on to its predecessor projects, Maya Food Security Program (PROMASA) I and II. To tackle the increasing rate of chronic malnutrition, the RFA called for a preventive approach focusing on the first 1,000 days between a woman's pregnancy and her child's second birthday that should include at a minimum:

### Provisional timetable

<u>Activity</u>	<u>Date</u>
Issue Tender Notice and Invitation to Tender	<b>November 21, 2016</b>
Return of tenders (Closing Date)	<b>January 16, 2017 – 17:00 Guatemala Time</b>
Proposals/Bids opening & review by Tender Review Committee	<b>January 17 – 18, 2017 - At 08:00 hours local time</b>
Bid clarifications as required	<b>January 17 – 18, 2017 - At 08:00 hours local time</b>
Award Contract	<b>January 27, 2017</b>
SCI internal review, approval and contract signing	<b>Jan 30 – Feb 10, 2017</b>
Possible "Go-Live" with Supplier	<b>February 15, 2017</b>

### Indicative information

The following volumes will be procured under this contract: **As per Specifications included in Part 2**

## **PART 2**

### **SCOPE OF WORK / SPECIFICATION OF REQUIREMENTS**

#### **Background**

In FY 2012, the U. S. Agency for International Development Office of Food for Peace (FFP) awarded to Save the Children (SC) to implement in Guatemala, the program “Western Program of Integrated Food Security & Nutrition Actions” known by its Spanish acronym, PAISANO.

The program’s overall goal is to reduce food and nutrition insecurity for the most vulnerable rural families in targeted regions. SC implements PAISANO with Project Concern International (PCI) in three departments in Guatemala’s Western Highlands. To achieve the goal, SC and PCI will follow the Strategic Objectives: a) increase household access to food, b) reduce malnutrition among girls and boys under age five, and c) improve community resilience.

SC directly implements activities in eight municipalities of Quetzaltenango and Quiché, and PCI implements in five municipalities in Huehuetenango.

During its life of activity PAISANO will serve 26,500 vulnerable rural families in the targeted areas. PAISANO’s main strategies to improve food security are to improve agricultural productivity and production, enhance farm and non-farm income to improve food availability and access, and improve health and nutritional outcomes of poor and most vulnerable households. Activities include training farmers and agricultural leaders in improved crop production techniques, improving preventative health services and referrals, providing conditional food rations, strengthening community groups for disaster preparedness and emergency response, and establishing municipal-level early warning systems.

PAISANO aims to ensure gender equality, mitigate environmental consequences of activities implementation, and influence behaviour change.

Having reached its midway point in FY15, the program underwent a mid-term evaluation (MTE) jointly conducted by Food for Peace and implementing partners from July - August 2015. Findings from the MTE recommended shifting from the distribution of transoceanic food commodities to beneficiaries for participation in key program activities, to a more participant empowering and also market-oriented mechanism that would instead provide locally-available, preferred foods to beneficiaries.

As recommended by USAID/FFP, in 2017 the program will replace current distribution of Title II commodities with conditional cash transfers.

#### **Objective / Purpose**

The purpose of the contract is to establish and subsequently implement a reliable system that guarantees the provision and payment of conditional cash transfers to program participants in accordance with SCI’s approved beneficiary groups in the targeted locations (department, municipality, community).

#### **Targeting / Cash Transfer Categories**

The cash transfer program aims to deliver an approximate of 8,800 people from targeted areas, who will receive cash entitlements to meet their immediate food needs.

The program will support the participant groups described in table below:

<b>GROUP</b>	<b>PARTICIPANT TYPE / CASH TRANSFER AMOUNT</b>	<b>FREQUENCY OF DISBURSEMENT</b>
MCHN	Household Health & Nutrition – US\$ 35.00	Monthly
CFW/V1	Cash For Work, Community Promoters – US\$ 35.00	Bi-Monthly
CFW/V2	Cash For Work, Community Leaders – US\$65.00	Monthly
CFW/CP	Cash For Work, Community Projects – US\$35.00 **	Monthly

\*\* Beneficiaries under this category might be eligible for receiving one single cash transfer, participant companies/vendors must include options for these one-time events.

### Departments and municipalities where cash transfers will take place

Targeted locations are shown in the table below, which includes an approximate number of participants for each group detailed in table above:

DEPARTMENT	MUNICIPALITY	MCHN	CFW/V1	CFW/V2	CFW/CP	TOTAL
Huehuetenango	Chiantla	544	146	108	12	810
	Concepción Huista	326	88	65	7	486
	Jacaltenango	395	106	79	12	592
	San Antonio Huista	306	83	61	8	458
	Todos Santos Cuchumatán	200	54	40	4	298
	TOTAL	1,771	477	353	43	2,644
Quetzaltenango	Concepción Chiquirichapa	320	86	49	7	462
	San Juan Ostuncalco	1,025	275	157	17	1,474
	TOTAL	1,345	361	206	24	1,936
Quiché	Chajul	221	60	34	4	319
	Chichicastenango	1,007	271	154	20	1,452
	Cunén	506	136	78	11	731
	Nebaj	575	155	88	14	832
	San Juan Cotzal	222	60	34	4	320
	Uspantán	391	105	60	10	566
	TOTAL	2,922	787	448	63	4,220
	GRAND TOTAL	6,038	1,625	1,007	130	8,800

#### NOTE:

Within the defined range, quantity may vary based on project needs and in any case not exceeding said range (min and max). The unit cost is intended to remain unchanged.

#### Commencement and duration

Services requested as per this SOW will be provided during the period January 2, 2017 to December 31, 2017. SCI reserves the right to propose a modification to extend contract duration and/or amount, as well as initiating a new vendor selection process.

#### Non-Exclusivity

Award and signing of services contract with selected vendor does not guarantee exclusivity, having SCI the right/power to hire the number of providers that considers convenient/necessary.

#### No quota allocation

Any services provided will be paid in accordance with the total amount of cash paid / delivered to final recipients. The contract will not entail SCI to pay for uncompleted transfers. No service and/or transfers quotas will be allocated for the period of performance established in contract.

#### Provisional timetable

Once the services contract is awarded and signed, both SCI and selected vendor will agree on the date to conduct a start-up planning meeting. Below is a list of program's main activities, however the vendor is requested to conduct any other task or process considered required in accordance with its legal, operative and/or technological structure (proposed service fee must consider completion of all related tasks/procedures/activities or any other required to make the system work).

ACTIVITY	APPROXIMATED COMPLETION DATES
<p><b>Initial participant registration</b></p> <ul style="list-style-type: none"> <li>Depending on the solution offered by the vendor, i.e. bank accounts (savings/checks), e-transfers (mobile, ATM, etc.), pre-paid cards, checks, or any other; an initial participant registration process will have to be conducted. This process must be in compliance with legal framework established in country, so vendor will be responsible for fulfilling any participant's documentation and/or information requirement.</li> <li>In addition, registration procedures will have to be conducted with the established point person, especially if the process implies support from SCI staff, community leaders or any other local level authority.</li> </ul>	<p>Feb 27, 2017 - Mar 10, 2017</p>
<p><b>Data verification</b></p> <ul style="list-style-type: none"> <li>Any data/information collected by hired vendor must be reconciled against SCI official records (SAMI<sup>1</sup>), assuring both SCI and vendor databases are accurate and adequately harmonized.</li> </ul>	<p>Feb 28, 2017 - Mar 11, 2017</p>
<p><b>Activation of participants and payment instruments</b></p> <ul style="list-style-type: none"> <li>Selected vendor will proceed to activate registered and verified participants into its systems, as well as prepare and/or produce the approved payment instrument (debit/credit cards, prepaid cards, cell phone numbers, checks, etc.)</li> </ul>	<p>Mar 1, 2017 - Mar 12, 2017</p>
<p><b>Delivery of payment instruments</b></p> <ul style="list-style-type: none"> <li>In close coordination with SCI, selected vendor will coordinate delivery and reception of prepared/produced payment instruments. This process must be conducted in a timely and safe way for program participants, SCI and vendor staff.</li> </ul>	<p>Mar 6, 2017 - Mar 17, 2017</p>
<p><b>Induction and training to participants on the use of payment instrument</b></p> <ul style="list-style-type: none"> <li>During delivery of payment instruments, selected vendor will assure availability of its agents to conduct short training events with program participants. These events will be conducted in every community and are intended to introduce and train beneficiaries on the use of selected payment method/instrument.</li> </ul>	<p>Mar 6, 2017 - Mar 17, 2017</p>
<p><b>Cash out events with program participants</b></p> <ul style="list-style-type: none"> <li>In response to the agreed cash transfers schedule and the participant lists provided by SCI, the vendor will allocate the adequate fund provision among its agencies, agents or approved mechanism. Cash out events with program beneficiaries in the targeted municipalities will be conducted in accordance with this approved timetable.</li> </ul>	<p>Mar 20, 2017 - Mar 31, 2017</p>

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<sup>1</sup> SAMI, spanish acronym for Sistema Automatizado de Monitoreo e Información (Automated Monitoring & Information System)

With sufficient clarity, the interested company must indicate the steps and resources (human, technical, financial, technology, etc.) to be used in each stage of the implementation, the proposal must comply with the proposed outline:

1. Company profile
2. Background with examples of similar carried out initiatives (public or private).
  - a. Provide company names and contact details, please include landlines.
3. Technical proposal, which at least should include the following information:
  - a. Narrative of the proposed solution.
  - b. Detail and compliance with the legal framework applicable to the proposed solution.
  - c. Solution scheme and workflow
  - d. Proposed technology/mechanism solution for:
    - i. Beneficiary registration
    - ii. Information reconciliation
    - iii. Payment planning
    - iv. Cash out monitoring
    - v. Reporting
    - vi. Security measures for:
      1. Program participants
      2. SCI Staff
      3. Payment instrument(s)
    - vii. Equipment/hardware and/or software requirements
      1. Licensing (if needed)
      2. Warranty and maintenance
4. Quality assurance mechanisms
  - a. Daily/monthly reports
  - b. Information and decision-making meetings
  - c. Complaint collection mechanisms
5. Training
  - a. Program participants
  - b. SCI Staff
6. Technical support
  - a. Data backup and security procedures
  - b. Technical assistance
7. Financial proposal
  - a. Cost determination detail
  - b. Validity

In developing the Technical Proposal Narrative bidders should refer to the award criteria detailed in the section below and also should comprehensively address the additional issues below:

- How does the service provider intend to carry out the assignment?
- Are the proposed activities clearly laid out?
- Does the service provider have any alternative means of cash delivery other than usage of mobile vans?
- What is the technical capacity of the service provider in the locations mentioned?
- Is the proposed project design likely to achieve the desired results?
- Is the proposed strategy feasible in relation to the organizational structure and budgetary requirements?
- How will service provider manage institutional risk and fiduciary relationship? What are the institution's risk management and trusteeship strategies?
- What are the step-by-step processes of how the cash transfer will be handled?

- What is the proposed back up system in case of system collapse or any technical problems that may arise?
- How does the institution address issues of liquidity among its agents?
- How the service provider will ensure that there is enough security when beneficiaries are cashing out the money.

**Applications must include:**

- Cover Letter
- Tender Response (Template attached – Bidder Response Document), plus detailed:
  - Technical Proposal (As per guidelines above)
  - Financial Proposal (Budget and Budget Narrative)
- All necessary documents and requirements indicated in the bidder response document

**Award criteria**

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

a) ESSENTIAL CRITERIA:

Bidders must meet the following criteria:

- Bidder meets required specification for the products
- Bidder's confirmation of compliance with the attached Conditions of Tendering, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy and IAPG Code of Conduct
- Bidder's registration in country with copies of all registration papers including: - registration certificate, SAT (Tax Administration) and IB (*Superintendencia de Bancos / Bank Regulatory Commission*) registration
- Bidder is duly registered and/or licensed to perform E-payment services

b) PREFERRED CRITERIA

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

- Bidder's prices demonstrate an economically advantageous position for Save the Children and value for money
- Bidder's capacity to supply Save the Children, particularly in terms of lead times
- The financial sustainability of Bidder
- Bidder has been operational in Guatemala and have demonstrable and proven operational track record in cash transfers and/or e-payments for the past two years and provides satisfactory client references with traceable contact details
- Bidder has the capacity to manage financial policies and procedures in compliance with any applicable law, regulation or code or practice, including the Guatemala banking regulations.
- That they have enough technical staff to provide required support to beneficiaries on the ground during the time of operation.
- Ability to transfer cash to all beneficiaries within 10 km (or less) from home.
- Ability to provide detailed cash out reports to SCI after the operation.
- Ability to provide financial literacy sessions/trainings to beneficiaries if that will be deemed necessary.
- Ability to provide written report and reconciliation SCI after the operation.

c) DESIRABLE CRITERIA

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

- Bidder's responsiveness

- Bidder's ability to provide warranties and guarantees as part of the contract
- Bidder demonstrates unique aftersales service and additional benefits or services that are of value to Save the Children's target population.



### **PART 3: TERMS AND CONDITIONS OF PURCHASE**

#### **1 Definitions and Interpretation**

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

#### **2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

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

#### **3 Ethical Standards**

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

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

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

#### **4 Delivery / Performance**

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

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

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

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

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

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

## **5 Indemnity**

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

## **6 Price and Payment**

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

## **7 Termination**

- 7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
  - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.
- 7.3 In the event of termination, all existing purchase orders must be completed.

## **8 Supplier's Warranties**

- 8.1 The Supplier warrants to the Customer that:
- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
  - b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
  - c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## **9 Force majeure**

- 9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## **10 General**

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

- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Laws of Guatemala. The parties irrevocably submit to the exclusive jurisdiction of the courts of Guatemala to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

## PART 4: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

### Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable. It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

### What we do

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

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

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

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

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

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

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

## PART 5: SAVE THE CHILDREN'S ANTI-BRIBERY AND CORRUPTION POLICY

### Our values and principles

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

### What we do

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

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

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

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

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

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

- 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.



## **PART 6: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

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

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

### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

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

### **Environmental Standards:**

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

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

### **Business Behaviour:**

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



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

### **Qualifications to the statement**

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

### **Disclaimer**

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

### **Appendix A: TENDERER'S DECLARATION**

We the Undersigned accept in full and without restriction the conditions governing this tender as the sole basis of this competition, whatever its own conditions of sale may be, which we hereby waive.

We have examined carefully, understood and comply with all conditions, instructions, forms, provisions and specifications contained in this tender dossier including the contract template with its annexes and the SCI Ethical and Environmental Policy. We are aware that failure to submit a tender containing all the information and documentation expressly required, within the deadline specified, may lead to the rejection of the tender at SCI's discretion.

We hold no reservation in regard to the tender dossier; and are aware that any reservation may result in the rejection of the tender by SCI.

We are not aware of any corruption practice in relation to this competition. Should such a situation arise, we shall immediately inform SCI in writing

We declare that are affected by no potential conflict of interest, and that we and our staff have no particular link with other Tenderers or parties involved in this competition. Should such a situation arise during performance of the contract, we shall immediately inform SCI in written

***Company name and address:***

***Company's Representative name:***

***Title of Representative in the Company:***

***Representative's signature and stamp:***

***City, date:***

## Appendix B: ETHICAL AND ENVIRONMENTAL POLICY

### Section 1: Policy Statement

SCI recognises the importance of sustainable development for people living in poverty, and the long term benefits of becoming a more sustainable organisation. SCI takes responsibility for and is committed to managing the labour and environmental standards in its operations and supply chains. In order to embed appropriate management of these standards, the associated framework must be adopted.

#### Qualifications to the policy

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, SCI will purchase necessary goods and services from the most appropriate available source.

### Section 2: Policy Details

2.1 Labour and Environmental Standards  
SCI is committed as a minimum to complying with all applicable labour and environmental legal requirements in its both operations and supply chains.

In addition, SCI is committed to meeting the labour and environmental standards below and applying a continuous improvement approach within an agreed timeframe where it is known that standards are not met.

When SCI sources from small producer groups, it applies the principles of SCI International's Values Based Approach to Fair-Trade.

#### Labour Standards

SCI has adopted the [Ethical Trading Initiative Base Code](#) for its labour standards:

#### Employment is freely chosen:

- There is no forced, bonded or involuntary prison labour.
- Workers are not required to lodge "deposits" or their identity papers with the

employer and are free to leave their employer after reasonable notice.

#### Freedom of association and the right to collective bargaining are respected:

- Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- The employer adopts an open attitude towards the legitimate activities of trade unions.
- Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

#### Working conditions are safe and hygienic:

- A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- Access to clean toilet facilities and potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- The company observing the standards shall assign responsibility for health and safety to a senior management representative.

#### Child Labour shall not be used:

- There shall be no new recruitment of child labour.
- Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child.
- Children and young people under 18 years of age shall not be employed at night or in hazardous conditions.
- These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

#### **Living wages are paid:**

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks, whichever is higher. In any event wages should always be high enough to meet basic needs and to provide some discretionary income.
- All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.
- Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

#### **Working hours are not excessive:**

- Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary,

shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

#### **No discrimination is practised:**

- There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

#### **Regular employment is provided:**

- To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

#### **No harsh or inhumane treatment is allowed:**

- Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

#### Environmental Standards

SCI is committed to reduce its reliance on finite/scarce resources and to minimise the environmental impact of its operations including its supply chain, and will work to achieve the standards listed in this section.

#### **Climate change:**

Monitor and actively seek to reduce the Greenhouse Gas (GHG) emissions associated with its operations and:

- Set absolute GHG reduction targets for operations in industrialised countries or Economies in Transition, such as those identified in Annex I of the United Nations Framework Convention on Climate Change below
- Set and report on targets for improved efficiency in countries where SCI runs programmes, such as those that may be regarded as non-Annex I countries under the UNFCCC

#### **Waste:**

- Reduce waste to landfill.
- Monitor operations, including procurement, to ensure waste minimisation and high product and process efficiency.
- Effective controls of waste in respect of ground, air, and water pollution are adopted.

#### **Materials:**

- Reuse, recycling and the use of recycled and recyclable materials are strongly encouraged.
- Avoid where practicable reliance on materials that are heavily dependent on finite resources.

#### **Packaging:**

- Actively avoid undue and unnecessary packaging wherever practicable and use recycled and recyclable materials wherever appropriate.

#### **Wood and forest products:**

- Ensure that all forest products purchased are as a minimum legal in origin and provide evidence of due diligence to ensure this if requested by SCI
- Suppliers of paper products sourced from SCI affiliate home country offices and retail products carrying the SCI Brand must source forest products from recycled sources or well managed forests which have been certified to a credible standard. Exceptions will be made for products which are Fairtrade marked or produced by members of the World Fair Trade Organisation as appropriate. SCI views the Forestry

Stewardship Council (FSC) as the most credible certification for the sustainable sourcing of wood and forest products.

- Suppliers must never knowingly become involved in, collude with or purchase timber from illegal logging operations.

#### **Energy:**

- Work to reduce energy consumption and where practicable use energy from renewable resources.

#### **Transport and travel:**

- Reduce staff travel wherever practicable.
- Monitor and reduce transport logistics to ensure efficient distribution and delivery of products and services.

#### **Conservation of biodiversity:**

- Seek to minimise the impact of operations on fauna, flora and land to ensure the conservation of biodiversity and habitats.

#### **Water:**

- Develop a better understanding of its impact on water use and develop management processes where appropriate

#### Annex I countries, United Nations Framework Convention on Climate Change

Australia, Austria, Belarus, Belgium, Bulgaria, Canada, Croatia, Czech Republic, Denmark, Estonia, European Union, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom of Great Britain and Northern Ireland, United States of America.

## **2.2 SCI Procurement Integrity Principles**

SCI is committed to ensure that its procurement processes are run with integrity and to further this commitment SCI actively promotes principles for suppliers and staff as detailed below.

### **Procurement Integrity Principles for SCI Suppliers**

SCI expects suppliers as a minimum, to follow the below-mentioned principles:

- Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contracted or sub-contracted and that conducted by home or other out-workers.
- Be open and transparent about the labour and environmental standards in their supply chains. To provide information requested by SCI to enable our assessment of labour and environmental standards in their supply chains.
- Support workers to realise their rights and minimise the barriers which prevent workers from achieving them.
- Demonstrate ability to meet local labour and environmental laws.
- Demonstrate commitment to achieve conformance with the Labour and Environmental Standards in section 2.1 above and commitment to continuous improvement of their labour and environmental standards as agreed with SCI.
- Suppliers importing from small scale producer groups facilitate trade in-line with SCI's values based approach.

SCI will seek alternative sources where the conduct of suppliers demonstrably violates the basic rights of SCI's intended beneficiaries, and there is no willingness to address the situation within a reasonable time period.

SCI will not knowingly enter into contract or partnership with suppliers that participate in the activities outlined below:

List of activities that SCI suppliers should not be involved in:

SCI will seek alternative suppliers if we identify the following activities:

- Actively lobby to undermine public policies to tackle climate change or push for continued expansion of fossil fuel use
- Arms manufacture;
- The sale or export of arms or strategic services to governments which systematically violate the human rights of their citizens, or where there is internal armed conflict or major tensions, or where the sale of arms may jeopardise regional peace and security.
- Tobacco production and sale;
- The sale of baby milk outside the World Health Organisation (WHO) Code of Conduct;
- Pesticide sales outside the Food and Agriculture Organisation (FAO) guidelines for pesticide retailing
- Extractive industries
- Production or publication or broadcast of adult entertainment
- Knowingly become involved in, collude with or purchase timber from illegal logging operations.
- Any other activities which violate the basic rights of SCI's intended beneficiaries.
- Activities which contravene the Procurement Integrity Principles listed in section 2.2

Suppliers must declare any formal party political involvement or activity.

### **Procurement Integrity Principles for SCI Staff**

To ensure we procure with Integrity, SCI staff will:

- Recognise that our suppliers may not be able to achieve all the labour and environmental standards laid out in sections 2.1 immediately and we will support suppliers to work toward conformance within a reasonable timeframe.
- Recognise the impact of all supply decisions on meeting the labour and

environmental standards outlined in section 2.1 of this policy. We will involve our suppliers in addressing issues that may arise and expect them to assist us in minimising any negative effects.

- Ensure that our supply requirements are adequately defined and specified in sufficient time to allow the supply market to react to our demand.
  - Ensure that our supply activities comply with all applicable international and national laws, regulations, conventions and agreements that are in force in the countries from where our requirements are being procured, and ensure that the specific supply related requirements of our donors are adhered to.
  - Not engage in any activity with suppliers, or buyers from other organisations, which might be deemed to be anti-competitive or in breach of any statutory requirements in any country or trading region.
  - Not terminate purchase arrangements or relationships without due regard to all material circumstances, appropriate communication and notification to the supplier. We will however terminate supplier relationships where serious breaches of SCI's labour and environmental standards persist after reasonable attempts have been made to work with the supplier to implement improvements, and where there is no reasonable prospect of securing improvements. Such terminations will be carried out in a responsible way.
  - Act impartially and objectively in all their purchasing activities and to keep written records where appropriate to demonstrate that their actions have been fair and above reproach.
  - Declare in advance any interest commercial or otherwise, they may have with a supplier to SCI and to be prepared to withdraw from those dealings if required.
  - Maintain an unimpeachable standard of integrity in all their business relationships and to foster the highest possible standards of professional competence in all their supply activities.
- Not accept any personal gifts or other inducements, as individually or cumulatively these will be adjudged as an attempt to influence a purchasing decision.
  - Seek the views of its suppliers over their ability to meet SCI's labour and environmental standards given existing buying practices, and assists them to meet their concerns.
  - Recognise the contribution that stable business relationships can make to the observance of the labour and environmental standards, and endeavour to establish long-term relationships with its suppliers.

## Appendix C: SUPPLIER QUESTIONNAIRE

**ALL Suppliers and Subcontractors to complete Sections 1-6 and the declaration.**

**Suppliers providing branded products and services, rental vehicles and construction projects to also complete section 7 and 8.**

1 A) Company Profile		SCI Use only
Name of Company		
Name of SCI staff member you have contact with; if any. (Name, Department, Location)		
Registered Office address		
Ordering Address (if different)		
Payment Address (if different)		
Telephone Number		
Email		
Website		
Company Registration number (Please attach a copy of the certificate)		
Year established		
Please state your position in the supply chain e.g. Agent, Manufacturer, Service Provider, Importer, Trader		
Please specify the product/service being supplied to SCI		
Do your goods or services carry the SCI brand?		
Company turnover in trading currency (please attach recent financial statement)		
Turnover of the part of the business that would serve SCI		
Location of other operational sites (national and international), their functions and approximate numbers of employees where SCI goods or services could be positioned		
	Yes <input type="checkbox"/>	



Is your company committed to achieving the labour, environmental and business integrity standards in SCI's Ethical and Environmental Policy	No
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2) Health & Safety	
Is there anyone designated as being responsible for Health and Safety issues in your company?	Yes/ No. Give details

3) Management Systems and Policies	
Confirm which policies your company has in place.	Quality
	Health & Safety
	Environmental Management
	Labour Standards
	Equal Opportunities
	Training & Development
	Other
Other:	

4) Ethical (Labour) Standards	
Do you ensure your company meets worker related legislation? (e.g wages, hours, health & safety) Please share what you have in place to support this.	Yes/No. Give details.

5) Environmental Standards	
Do you ensure that your company meets all required local laws/regulations covering the environment? Please share what you have in place to support this.	Yes/No. Give details.
Do you have an environmental policy in place?	Yes No

6) Experience & Subcontracting			
Please provide details of 3 customers/clients for whom you have completed contracts for in the last 3 years, willing to provide a reference. If available, attach reference letters.			
	Reference 1	Reference 2	Reference 3
Customer/Organisation			
Contact name			
Telephone No			

Date awarded contract			
Contract scope and details			
Please detail what experience you have with dealing with International Non Governmental Organisations (INGO): If yes, please provide details about the scope of contract and the INGO name.			
If you supply services to SCI, do you subcontract/outsourced services? If yes, please share name and contact details of the subcontractors and the type of service provided.			

Do any workers belong to a Trade Union	Yes	<input type="checkbox"/>
	No	
If yes, please provide the name/s of the Union/s		

**Declaration** (to be completed by Senior Authorised Manager. Please insert electronic signature or type name): I confirm that all the information given is accurate. For and on behalf of the supplier :

Name :	Position :
Date :	Signature :

For SCI use only - Risk Rated by  
 NB There are some industries SCI has run campaigns on to highlight the harm they can cause to poor communities. If your company, or any parent or subsidiary, has any involvement with the production or sales of weapons, pharmaceuticals, infant formula or pesticides please tell your SCI contact.

Name :	Position :
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Date :	Risks :
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#### Appendix D: PRICE PROPOSAL

Please use your own pricing structure template if this better represents the costs relating to the associated service/s.

Nº	Concept	Comments & Details	Quantity	Unit Price In Kwacha	Total Price In Kwacha
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<b>Sub TOTAL without VAT in Malawian Kwacha</b>					
<b>Sub TOTAL of VAT in Malawian Kwacha</b>					
<b>TOTAL AMOUNT (all taxes included) in Malawian Kwacha</b>					