

## Request for Quotation

### **Purchase of equipment's for project "AID 12145 "Improving life conditions of people with hearing impairment in Albania" financed by AICS (Italian Agency for Development Cooperation)**

#### **I. BACKGROUND**

Save the Children is a long-term development programme and has established a high profile and sound reputation in child rights issues, particularly in the three thematic priority areas: Education, Child Protection, Child Rights Governance and Health.

Save the Children focuses its work on capacity building and strengthening of services for children and the creation of a policy and legislative environment which responds to key child rights issues in the country. To achieve our tasks, we primarily work with and through partners like non-governmental organizations (local and international), UN and the Government. This ensures that the rights of the greatest number of children are met in the best possible way. We constantly monitor and evaluate all projects to ensure quality in our work.

Save the Children is establishing and strengthening structures and mechanisms which monitor and advocate for children's rights, promotes ways to protect children from all forms of exploitation and violence and also empower and support children to meaningfully increase their participation mainly in school life and be advocate of their rights and influence decisions that bring about changes in their future lives.

#### **Project/Action Description**

The project "AID 12145 "Improving life conditions of people with hearing impairment in Albania" general objective is to contribute in improving the socio-economic inclusion and autonomy of Albanian children and adolescents with hearing disabilities through health diagnosis and the use of computer aids and innovative technologies, adequate educational methodologies and innovative methods of job placement. There are three specific objectives:

- Contribute to the strengthening of the public health system for early diagnosis and intervention on hearing impairments;
- Contribute to the development of quality and inclusive education for children and young people with hearing disabilities
- Contribute to the socio-economic integration of a target group of children with hearing disabilities in the Institute for Deaf Children in Tirana.

## **ESSENTIAL CRITERIA**

In order to qualify as a bidder, you must be able to answer 'Yes' against all of the Essential Criteria. After passing the essential criteria you will be scored against Capability and Commercial criteria.

- A) Do you have a legitimate business/official address OR are you registered for trading or tax purposes with the authorities: Yes/ No
- B) Do you agree to comply with our standard policies and procedures as stated in RFQ document: Yes/No
- C) Do you confirm that you are not any prohibited parties or on Government blacklists: Yes/ No

## **CAPABILITY CRITERIA**

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

### **Quality /Service (20 %)**

- Quality and certification of Bidder's products

### **Capacity (40 %)**

- Bidder's capacity to supply Save the Children, particularly in terms of quality and lead times

### **Financial offer**

Cost factor-pricing (40 %)

-Companies must express their interest by sending a physical copy signed and stamped, no later than **30/07 /2021 by 16:00 close of business.**

**A detailed economic offer shall be submitted via email containing:**

- **Detailed economic offer**
- **The terms of delivery**
- **A copy of NIPT**
- **Name and year of birth of Legal Administrator (only for new suppliers)**
- **Certificate of product and guarantee (kindly indicate if the company is offering maintenance for any of the product)**
- **Acknowledge letter accepting terms and condition of the contract (Annex 4)**
- **Supplier registration form (Annex 5)**

For more visit the web page: [albania.savethechildren.net](http://albania.savethechildren.net)

**Request for purchase of the list of items:**

No.	Items	Quantity	Unit	Unit price	Price without VAT	VAT	Price with VAT
1	Capitolato impedenzomentro clinico HF (specification in Italian are in Annex 1)	1	Pcs				
2	Capitolato sistema potenziali evocati + otoemissioni (specification in Italian are in Annex 2)	1	Pcs				
3	Capitolato sistema audiometria infantile + scrivania dedicata (specification in Italian are in Annex 3)	1	Pcs				
4	Otoscopio il kit BETA 400 LED e base di ricarica	1	Pcs				
5	<b>Consumabili Otoemissioni</b>						
	Confezioni di Adattatori sonda TE, 100 pezzi (per sonde tipo UGS, ECP, SNS, SGS)	5	Pcs				
	Confezione da 100 pezzi di tips per TEOAE - Tipo T3E	10	Pcs				
	Confezione da 100 pezzi di tips per TEOAE - Tipo T4.5C	45	Pcs				
	Confezione da 100 pezzi di tips per TEOAE - Tipo T5C	20	Pcs				
	Confezione da 100 pezzi di tips per TEOAE - Tipo T5.5B	10	Pcs				
6	<b>Consumabili Abr :</b>						
	Confezioni Elettrodi pregellati Ag/AgCl con supporto microporoso adesivo (15x20mm) – 20 pz ( hanno scadenza oltre 1 anno dalla fornitura da conservare in luogo fresco) UTILIZZABILI SIA SU OTOPORT SIA SU POTENZIALE 2° LIVELLO	25	Pcs				

	Pasta abrasiva per la preparazione della cute - Flacone 160 g UTILIZZABILI SIA SU OTOPORT SIA SU POTENZIALE 2° LIVELLO	5	Pcs				
	Confezioni Tappini di spugna per auricolari a inserzione ER (misura standard) – 100 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	5	Pcs				
	Confezioni Tappini di spugna per auricolari a inserzione ER (misura piccola) – 100 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	5	Pcs				
	Confezioni Tappini rossi per auricolari a inserzione ER (infantili, 3.5mm) – 20 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	5	Pcs				
	Confezioni Tappini rossi per auricolari a inserzione ER (infantili, 4.0mm) – 20 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	5	Pcs				
	Confezioni Adattatori tubo frontale per auricolari a inserzione ER-3 – 10 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	1	Pcs				
	Confezioni Tubi frontali con adattatore in sostituzione per auricolari a inserzione ER-3 – 2 pezzi UTILIZZABILI SIA SU POTENZIALE 2° LIVELLO SIA SU SISTEMA DI AUDIOMETRIA INFANTILE	2	Pcs				
7	<b>Consumabili per impedenzometri:</b>						
	Confezioni Tappini bianchi (diam. 6 mm) per impedenzometri – 30 pezzi	5	Pcs				
	Confezioni Tappini rosa (diam. 7 mm) per impedenzometri 30 pezzi	5	Pcs				
	Confezioni Tappini viola (diam. 8 mm) per impedenzometri – 30 pezzi	5	Pcs				
	Confezioni Tappini verdi (diam. 10 mm) per impedenzometri – 30 pezzi	5	Pcs				

	Confezioni Tappini rossi (diam. 12 mm) per impedenzometri – 30 pezzi	5	Pcs				
	Confezioni Tappini blue (diam. 14 mm) per impedenzometri – 30 pezzi	5	Pcs				
	Confezioni: Carta termica (scatola con 5 rotoli)	5	Pcs				

## **Annex I Technical specification for CARATTERISTICHE IMPEDENZOMETRO CLINICO CON ALTA FREQUENZA**

**Lo strumento deve avere le seguenti caratteristiche ed eseguire i seguenti test:**

Impedenzometro diagnostico avanzato, che consente di effettuare in modo veloce e accurato impedenzometrie

- display a colori 7" TOUCH SCREEN per visualizzare audiogramma completo durante il test;
- Funzionalità live per visualizzare sul monitor di un Pc, l'esecuzione dei test in real time

Regolazione manuale della pressione disponibile negli esami di timpanometria e dei riflessi acustici.

Fornito di software per archiviazione digitale degli esami audiologici preferibilmente con inserimento e ricerca pazienti anche tramite lettore di Tessera sanitaria

Inoltre deve poter essere installato su ogni pc su richiesta del Cliente, condividendo un unico database salvato in rete, senza costi aggiuntivi .

### **SONDA**

La sonda dovrà essere piccola e leggera e realizzata in metallo.

Dotato di piccola unità di controllo, tramite la quale dovrà essere possibile selezionare l'orecchio in analisi , avviare e fermare l'esame e con indicazione dello stato dell'esame .

Stampante Termica integrata rapida e di ampie dimensioni (superiore a 110mm)

### **TRASDUTTORI PER STIMOLI CONTRA**

Dotato di cuffia con capsula DD45/TDH

Dotato di trasduttore ad inserzione per bambini pediatrici

### **TONO SONDA**

Frequenze: 226 Hz, 678 Hz, 800 Hz, 1000 Hz

Intensità: 85 dB SPL (@ 226 Hz)

La sonda di misura dovrà essere realizzata in metallo , piccola e leggera, perché' dovrà consentire l'utilizzo facilitato in pazienti pediatrici in età pre-scolare;



Lo strumento deve avere una piccola unità di Controllo vicina alla sonda , che permette di selezionare il lato dell'orecchio in analisi , avviare o fermare l'esame e indicatori dello stato dell'esame (PRONTO-IN CORSO-SONDA CHIUSA-SONDA APERTA) in modo diretto a distanza dallo strumento.

### **SISTEMA PRESSORIO**

Pompa di tipo rotativo con flusso infinito

Dovrà essere di tipo rotativo a flusso continuo estremamente veloce, che consenta di effettuare la timpanometria ad una velocità di 600 daPa / sec, senza alcun compromesso sulla precisione dei risultati.

Il sistema pneumatico utilizzato dallo strumento dovrà sfruttare una tecnologia innovativa, basata su una pompa a flusso continuo d'aria che non richieda manutenzioni periodiche, che renda agevole l'esecuzione degli esami anche quando la tenuta non è ottimale.

### **TEST DISPONIBILI**

Timpanometria (automatica e manuale)

Test dei riflessi acustici (automatico e manuale)

Decay del riflesso acustico e NON acustico

Test latenza del riflesso acustico

con frequenze IPSI 500 – 1000 – 2000- 3000 – 4000 – 6000 e CONTRA 250 - 500 – 1000 – 2000- 3000 – 4000 – 6000 - 8000

Test funzionalità tubarica (ETF) per timpani intatti e perforati

### **TIMPANOMETRIA**

Modalità di visualizzazione: assoluta oppure compensata

Componenti misurate: Ammettenza [Y], Conduttanza [G], Suscettanza [B] anche con Tono 226 Hz

Scansione singola oppure multipla (fino a 3)

Direzione di scansione selezionabile

Intervallo di pressione configurabile dall'operatore

Intervallo massimo: da -600 a +400 daPa

Limiti di sicurezza: -800 daPa e +600 daPa

Velocità di variazione disponibili: 15, 50, 100, 200, 300, 400, 600/sec

daPa/sec and AUTO (200-600 daPa/sec)

Regolazione manuale della pressione

Avvio automatico del test

### **RIFLESSI ACUSTICI**

Stimolazione ipsilaterale e controlaterale

Stimolazione Non-acustica

ON-Time: selezionabile da 0.5s a 2.5s

OFF-Time: selezionabile da 0.5s a 2.5s

Quattro modalità di esecuzione:

Ricerca automatica della soglia

Intensità fissa

Intensità crescente

Manuale

### **DECAY DEL RIFLESSO**

Stimolazione ipsilaterale e controlaterale

Stimolazione Non-acustica

Durata dell'esame: 10 sec oppure 20 sec (configurabile)

### **LATENZA DEL RIFLESSO**

Stimolazione ipsilaterale e controlaterale

ON-Time: selezionabile da 0.3s a 1.7s

OFF-Time: selezionabile da 0.3s a 1.7s

Misura degli ON-Angle e OFF-Angle: angoli di incidenza dei fronti di discesa e salita del riflesso acustico



## **TEST DELLA FUNZIONALITÀ TUBARICA**

ETF con membrana timpanica intatta: test di Williams

ETF con membrana timpanica perforata: test di Toynbee; durata dell'esame e intervallo pressione impostabili

## **QUICK TEST**

Due test Quick disponibili (configurabili)

Ciascun test eseguito sequenzialmente e in maniera automatica gli esami:

Timpanometria

Riflessi acustici (Intensità fissa oppure ricerca automatica della soglia, utilizzando parametri definiti dall'operatore)

### **deve essere completo di:**

1. STAMPANTE termica incorporata con Larghezza carta: 112 mm
2. Unità di controllo con sonda
3. Sostegno da spalla per unità di controllo della sonda
4. Sostegno da polso per unità di controllo della sonda
5. Archetto con cuffia TDH-39 per la stimolazione controlaterale
6. Cavità di calibrazione
7. Scatola contenente peduncoli assortiti
8. Telo di copertura
9. Alimentatore medicale
10. Cavo USB
11. Manuale operatore
12. software per Archiviazione esami Audiometri su Pc con S.O. W7, W8 e W10 a 32 e 64 bit
13. Preferibilmente compatibile con Sistema di Audiometria Infantile Comportamentale

## **Annex 2 Technical specification for CARATTERISTICHE Sistema completo Potenziale Evocativi**

### **Lo strumento deve avere le seguenti caratteristiche ed eseguire i seguenti test:**

Strumento di Ultima generazione PC based funzionante con S.O. W7, W8 e W10 a 32 e 64 bit

In grado di eseguire, in un'unica piattaforma Hardware senza utilizzo di piattaforme Hardware aggiuntive, esami clinici di Potenziali evocati e Otoemissioni.

Dovrà avere dimensioni contenute (max 20x15x5 cm)

Dovrà avere peso contenuto della unità di acquisizione: circa di 1 Kg (Pc escluso)

Dotato di Tester degli elettrodi incorporato sulla testina anche con visualizzazione numerica su personal computer

Il Sistema dovrà essere fornito completo di:

Computer laptop con display 17" (in alternativa minitower con schermo da 23") di ultima generazione e marca Top

Stampante laser a colori

Trasformatore di isolamento 800 VA, 8 prese VDE

Lo strumento deve eseguire i seguenti test:

ABR / EABR / AABR; MLR, LLR/CAEP;

TEOAE; DPOAE; SOAE

Lo strumento deve essere dotato di:

N° 1 cuffia TDH

N° 1 cuffia ad inserzione per bambini

N° 1 sonda per otoemissioni

N° 1 Vibratore osseo b7I

3 Puntali per Sonda OAE

Set Tappini auricolari OAE

Cavità di prova

Kit pulizia sonda



Estrattore di puntali per sonda  
Elettrodi con cavo (5 pezzi)  
Pasta adesiva per Elettrodi  
Pasta abrasiva per Pelle

**PC + trasformatore + stampante a colori**

#### CARATTERISTICHE TECNICHE:

Alimentazione diretta da Pc tramite porta USB anche senza necessità di rete a 220v

- Voltaggio alimentazione unità strumento: 5 V cc
- Voltaggio alimentazione PC computer notebook: 220/230 V (50 Hz) o batteria interna
- Dimensioni e peso unità strumento: 190 mm × 140 mm × 50 mm, inferiore a 1 Kg

Funzionamento anche con le batterie del Pc portatile

Dotato di N° 2 canali di acquisizione

Potenziali evocati:

- Numero di canali: 2
- Frequenza di campionamento: 200 Hz – 80 kHz
- Convertitore A/D: 16 bits
- Impedenza di ingresso: non meno di 90 Mohm
- Rumore in ingresso nella banda 20-10.000 Hz (RMS): non più di 0,5  $\mu$ V
- Filtro passa alto: 0,01 – 3.000 Hz
- Filtro passa basso: 10 – 10.000 Hz
- Filtro notch: selezionabile (On/Off) 50 o 60 Hz, non meno di 40 dB
- Reiezione di modo comune: non meno di 100 dB

Stimolatore uditivo:

- Numero di canali audio: 2
- Livello di stimolazione (click):  
0 – 137 dB SPL, per TDH-39  
0 – 140 dB SPL, per ER-3C (10  $\Omega$ )
- Livello di stimolazione (tone burst):  
0 – 144 dB SPL (a 3k Hz), per TDH-39  
0 – 146 dB SPL, per ER-3C (10  $\Omega$ )
- Frequenza di stimolazione: 0,01 – 100 Hz
- Stimolazione con tone burst: frequenza: 20 – 10.000 Hz, durata: 0,05 – 50 ms
- Stimolazione con click: durata stimolo 50 – 50.000  $\mu$ s
- Stimolazione con chirp: banda larga: 10 – 10.000 Hz, banda stretta: 500 Hz, 1K Hz, 2 KHz, 4 KHz (larghezza di banda  $\pm$  1/2 ottava)
- Stimolo destra/sinistra/bilaterale: si
- Numero di canali via ossea: 1
- Livello intensità uscita per via ossea: 0 – 80 dB HL

Canale OAE:

- Tipo stimolo TEOAE: click a banda larga
- Intensità stimolo TEOAE: 50 – 90 dB SPL
- Banda di frequenza dell'acquisizione TEOAE: 0.5 – 5 kHz
- Livellamento banda passante:  
nella banda 0,5 – 2.500 Hz: non più di 6 dB  
nella banda 2.500 – 5.000 Hz: non più di 15 dB
- Intensità di stimolo DPOAE: 20 – 80 dB SPL

### **Annex 3 Technical specification for Sistema completo per audiometria infantile**

Lo strumento deve essere dotato di un Audiometro Clinico in grado di funzionare anche in modalità stand-alone che permetta il controllo dei Giochi di rinforzo, fino a 3, per l'esecuzione del Test di Audiometria Comportamentale, anche senza utilizzo di Pc.

**Lo strumento deve avere le seguenti caratteristiche ed eseguire i seguenti test:**

- Audiometro a due canali separati ed indipendenti
- Uscite: VA, VO e campo libero





Ampio display di almeno 7" a colori preferibilmente con tecnologia Touchscreen

- Audiometria tonale manuale e automatica
- Audiometria tonale ad alta frequenza fino a 20 kHz
- Audiometria vocale (WRS, SRT, MCL e UCL); materiale vocale italiano fornito
- Memoria interna per il salvataggio e la riproduzione del materiale vocale
- Test ABLB, MLB, SISI, DLI, Tone Decay, Stenger, Master Hearing Aid, TEN test, Multifrequenza, Bekesy, MLD
- Audiometria infantile (VRA)
- Audiometria infantile condizionata (CPA)

### **Composizione minima del sistema:**

- Sistema di Ultima generazione funzionante con S.O. W7, W8 e W10 a 32 e 64 bit
- Audiometro Clinico 2 Canali separati ed identici
- 2 giochi gestiti direttamente dall'audiometro anche a computer spento
- Computer mini-tower con 2 uscite video
- 2 display LCD per sistemi VRA di cui 1 per l'operatore, 1 per i rinforzi visivi
- Stampante a getto di inchiostro
- Webcam per paziente
- Trasformatore di isolamento 800 VA
- 2 casse acustiche amplificate.
- supporto casse e giochi
- Include software per la gestione pazienti e creazione referti
- cuffie TDH39 o DD45
- cuffie ad inserzione
- cuffie Alta frequenza
- pulsante operatore
- pulsante Paziente per audiometria Infantile
- cuffia monitor per operatore
- cuffia monitor per 2° operatore
- interfono completo di microfono per comunicare al paziente durante il test

### **OPZIONALE:**

- tavolo dedicato per accogliere tutto il sistema

## **Annex 4 General condition of purchase and mandatory policies**



## 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 validly issued 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 Compliance and Ethical Standards

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall 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, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party 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 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.

3.4 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

## 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 2010 identified in the Order, 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 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 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;
- 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;
- d) none of its directors or officers or any of its employees have 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
- e) information provided to the Customer are, and remain, complete and accurate in all material respects.

## 9 Force majeure

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

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

## 10 General

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

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

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

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

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

10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

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



## SCHEDULE I

### SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

#### 1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of child abuse, maltreatment or poor safeguarding practice. A child is anyone under the age of 18, and all children have an equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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

#### 2. What is Child Abuse?

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

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

#### Definitions of Child Abuse:

**Sexual Abuse** Sexual abuse is the involvement of a child in sexual activities, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example, rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Adult males do not solely perpetrate sexual abuse. Women can also commit acts of sexual abuse, as can other children.

**Physical** Physical abuse is the non-accidental use of physical force that deliberately or inadvertently causes a risk of/or actual injury to a child. This may include hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing non-accidental physical harm to a child. Physical harm can also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness or temporary, permanent injury or disability of a child.

**Emotional** Emotional abuse involves doing harm to a child's emotional, intellectual, mental or psychological development. This may occur as an isolated event or on an ongoing basis. Emotional abuse includes but is not limited to any humiliating or degrading treatment (e.g. bad name calling, threats, yelling/screaming/cursing, teasing, constant criticism, belittling, persistent shaming etc.), failure to meet a child's emotional needs, and rejecting, ignoring, terrorizing, isolating or confining a child

**Neglect** Neglect includes but is not limited to failing to provide adequate food, sufficient or seasonally appropriate clothing and /or shelter.

Neglect is also failing to prevent harm; failing to ensure adequate supervision; failing to ensure access to appropriate medical care or treatment or providing inappropriate medical treatment (e.g. administering medication when not authorized); or failing to provide a safe physical environment (e.g. exposure to violence, unsafe programming location, unsafe sleeping practices, releasing a child to an unauthorized adult, access to weapons or harmful objects, failing to child-proof a space that children will occupy etc.).



It can also be SCI staff, partners, contractors, suppliers and sub-grantees failing to apply minimum requirements as set out in mandatory procedures.

**Exploitation** Child exploitation is an umbrella term used to describe the abuse of children who are forced, tricked, coerced or trafficked into exploitative activities. For Save the Children child exploitation includes modern slavery and trafficking of children and children forced or recruited into armed conflict. Child sexual exploitation is a form of child sexual abuse. It occurs where an individual or group takes advantage of an imbalance of power to coerce, manipulate or deceive a child or young person under the age of 18 into sexual activity;

(a) in exchange for something the victim needs or wants, and/or

(b) for the financial advantage or increased status of the perpetrator or facilitator. The victim may have been sexually exploited even if the sexual activity appears consensual.

Child sexual exploitation does not always involve physical contact; it can also occur with the use of technology. Within Save the Children child sexual abuse and exploitation also includes child early and forced marriage.

**Child Labour** Child Labour is work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It is work that:

- is mentally, physically, socially or morally dangerous and harmful to children; and
- interferes with their schooling by:
  - depriving them of the opportunity to attend school;
  - obliging them to leave school prematurely; or
  - requiring them to attempt to combine school attendance with excessively long and heavy work.

If a young person, under the age of 18 is part of an apprenticeship scheme within the statutory law of the country and does not meet any of the above, this would not be considered by SCI as child labour.

However, any partner, supplier, contractor or sub-contractor must inform SCI of the name of any apprentice who will be directly involved with our work.

For Save the Children it is not acceptable for any staff or representatives to engage anyone under the age of 18 to work as domestic help in their place of work or at home.

Child labour may also be a form of child slavery. Child slavery is the transfer of a young person (under 18) to another person so that the young person can be exploited.

**Zero Tolerance** • At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.

• This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.

• It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

Child abuse and exploitation is a violation of fundamental child and human rights. It may also be a criminal act. Save the Children has a zero-tolerance approach when it comes taking action to protecting children from all forms of exploitation and abuse. We are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure child exploitation and abuse is not taking place anywhere in our own business or in any of our supply chains or partnerships.

Save the Children is also committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any child safeguarding violations throughout our supply

chains, and relationships with third parties, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- United Nations Convention on the Rights of the Child (UNCRC);
- UN Secretary General's Bulletin: Special Measures for Protection from Sexual Exploitation and Abuse;
- UK Modern Slavery Act 2015;
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### SAVE THE CHILDREN'S FRAUD, BRIBERY AND CORRUPTION POLICY

##### Our values and principles

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

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

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

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

##### What we do

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

**Awareness:** Ensuring that all staff and those who work with Save the Children are aware of the problem of fraud, bribery and corruption, and are able to identify different types of fraud, bribery & corruption schemes when they occur

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

**Reporting:** Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of fraud, bribery and corruption, and that any suspicion of fraud, bribery or corruption is immediately reported

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

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

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

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

- a) **embezzlement:** improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
- b) **collusion:** improperly colluding with others to circumvent, undermine, or ignore our rules, policies, or guidance (e.g. fixing the amounts of a tender in order to bring it below a certain threshold);
- c) **abuse of a position of trust:** improperly using one's position within Save the Children for personal benefit (e.g. accessing confidential material or passing confidential information) or with the intention of gaining from, unfairly influencing or depriving the organisation of resources, money and/or assets;
- d) **nepotism or patronage:** improperly using employment to favour or materially benefit friends, relatives, or other associates, or where someone requests that a Save the Children employee offer employment or some other advantage to a friend or relative (e.g. awarding contracts, jobs, or other material advantages);
- e) **false accounting:** deliberately entering false or misleading information into accounts or financial records (e.g. entering false refunds or voids through the till in a retail shop);
- f) **false invoicing:** knowingly creating or using invoices that are false in any way;
- g) **expenses fraud:** dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
- h) **payroll fraud:** dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating 'ghost' employees or by increasing an individual's salary);
- i) **tax or duty evasion:** knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;

- j) forgery: dishonestly creating or altering documents to make any information in the document incorrect or misleading often with the effect of depriving the organisation of resources, money and/or assets;
- k) brand fraud: dishonestly using Save the Children's name, branding or documentation for personal or private gain;
- l) obstructing proper process: threaten or retaliate against another individual who has refused to commit a bribery offence or who has raised concerns under this policy;
- m) failing to disclose information: not providing accurate and complete information relevant to your position which will adversely impact your ability to perform your role; for example, failure to disclose a 'conflict of interest'

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

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

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

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

**Conflict of interest:** A conflict of interest arises where an employee has a private or personal interest which may, or could be perceived to, compromise their ability to do their job. Actual, potential (could develop) or perceived (could be considered likely) conflicts of interest can arise across all areas of our



work. Conflicts may be of a personal, financial or political nature. A conflict of interest would arise when an employee or agent, any member of his or her immediate family, or an organisation which employs any of his family, has a financial or other interest in, or a tangible personal benefit from, a firm considered for a contract.

What is expected of you?

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

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

## SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

### 1. Our values and principles

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

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

### 2. What is human trafficking and modern slavery?

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

Slavery Exercising powers of ownership over a person

Servitude The obligation to provide services is imposed by the use of coercion

Forced or compulsory labour Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily

Human trafficking Arranging or facilitating the travel of another person with a view to their exploitation

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

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

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

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

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

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

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

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

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

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

- 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 you

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

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

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

## 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.

## SAVE THE CHILDREN'S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY

### I. Our values and principles

This policy is concerned with the Protection from Sexual Exploitation and Abuse (PSEA) of adults (anyone over the age of 18). This includes direct or indirect beneficiaries of our programming, adults in

the wider communities in which we work and those who come into contact with Save the Children or our representatives.

Save the Children has a “Zero Tolerance” approach to Sexual Exploitation and Abuse and does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in any form of sexual abuse or exploitation against vulnerable or other adults associated with its work. All adults have the equal right to protection regardless of any personal characteristic, including their age, gender, ability, culture, racial origin, religious belief and sexual identity.

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

## 2. What is Sexual Exploitation and Abuse?

Sexual Exploitation and Abuse refers to all forms of inappropriate conduct of a sexual nature. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading, or exploitative behaviour;
- Sexual sexual activity with commercial sex workers in countries where SCI is delivering programming whether or not prostitution is legal in the host country; and
- Use of a child or adult to procure sex for others.

### Definitions of Sexual Exploitation and Abuse (SEA):

**Sexual Abuse** The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).

**Sexual Exploitation** Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.

**Sexual favours** Any sexual or sexualised acts, in exchange for something such as money, goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography and so on.

**Grooming** The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualised dynamics in the future

**Zero Tolerance** • At Save the Children, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.

• This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.

• It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.



Sexual exploitation and abuse are a violation of fundamental human rights. It can also be a criminal act. Save the Children is committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure the exploitation and abuse of adults is not taking place anywhere in our own business or in any of our supply chains or partnerships. SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any safeguarding violations against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

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

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

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

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

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

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

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

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

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

- g. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
- h. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
- i. Sexual assault.
- j. Forcing sex or someone to have sex with anyone.
- k. Forcing a person to engage in prostitution or production of pornography.
- l. Unwanted touching of a sexual nature.

### 4. The commitment we expect from you

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

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

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

## SAVE THE CHILDREN’S ANTI-HARASSMENT, INTIMIDATION AND BULLYING POLICY

### I. Our values and principles

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

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

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

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents,

contractors, external consultants, third-party representatives, suppliers and business partners. It applies during or outside of working hours, every day of the year.

## 2. What is Harassment, Intimidation and Bullying?

### Definitions of Harassment, Intimidation and Bullying

#### Word/Term Definition

**Harassment** Harassment consists of unwanted conduct, whether verbal, physical or visual, which is related to a person's sex, gender, marital status, sexual orientation, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability with the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

#### Sexual Harassment

Sexual Harassment consists of unwanted conduct of a sexual nature, which has the purpose or effect of violating the dignity of a person or creating an intimidating, hostile, degrading, humiliating or offensive environment. Such conduct may take place on a single occasion or on several occasions.

Sexual Harassment may take the form of unwelcome physical, verbal or non-verbal conduct directed at a person or group of persons, which may include - but is not limited to - the following:

- (a) unwanted physical contact, ranging from touching to sexual assault and rape;
- (b) verbal forms of sexual harassment including unwelcome sexual innuendoes, suggestions and hints, sexual advances, comments with sexual overtones, sex-related jokes or insults, comments about a person's body or enquiries about a person's sex life or sexual orientation;
- (c) non-verbal forms of sexual harassment including unwelcome gestures, whistling, indecent exposure or the unwelcome display of sexually explicit pictures or objects;
- d) unwanted messages of a sexual nature that are sent via email, SMS, skype, voice messages and other electronic means, whether using SCI IT/devices or personal mobiles/equipment; or
- (e) harassment of a sexual nature that is linked to recruitment/employment opportunities, promotion, training or development opportunities or the offer of salary increments or other employee or worker benefits in exchange for sexual favours.

#### Intimidation

Intimidation is the unreasonable use of status or authority to require or coerce an individual to perform an action or task, which the individual knows to be inappropriate and/or disrespectful, illegal, or in direct conflict with SCI policy or procedure.

**Bullying** Bullying is any repeated offensive, abusive, intimidating, malicious or insulting behaviour which: (i) makes the recipient feel upset, threatened, humiliated or vulnerable or undermines their self-confidence or causes them to suffer stress or feel upset; and (ii) a reasonable observer would identify as amounting to bullying behaviour.

**Sexual Exploitation** Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualised purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.



**Sexual Abuse** The threatened or actual physical intrusion of a sexual or sexualised nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual non-physical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualised photographs etc.).

**Discriminatory and disrespectful behaviour** Other forms of harassment [that] may relate to a person's gender, marital status, race (including colour, nationality or ethnic or national origin), religion or belief, age or disability and may involve bullying or intimidation or both.

**Zero Tolerance**

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

SCI is committed to ensuring there is transparency in our own business and in our approach to preventing and responding to any form of harassment, intimidation and bullying against adults throughout our supply chains, and relationship with third parties. In addition we are committed to ensuring our approach is consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including all relevant UK laws related to protection from harassment, intimidation, bullying, and applicable laws in the countries where SCI operates

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

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

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

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

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

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

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

### 4. The commitment we expect from you

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

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

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

Please contact your Save the Children representative if you have further questions.  
Annex 5 Supplier registration form

## **SAVE THE CHILDREN**

## **SUPPLIER REGISTRATION FORM**

Version No. 1.0 / 110621

**The information on the Supplier Registration Form is for internal use of Save the Children International only.**

### **GENERAL INFORMATION**

**Supplier      Legal  
Registered Name**

**Registered  
Address**

**Other Names /  
Trading Name /  
Acronyms  
Supplier      Known  
By  
Head          Office  
Address  
(If different)**



**Country(s) in Which Registered**

**Other Countries Supplied**

**Date Established**

**Registration Details / License**

*( Clearly state here if supplier is un-registered and why, get approval from Director Operations in case you want to deal with unregistered suppliers)*

**CONTACT INFORMATION**

**CEO**

**Owner**  
*(if owns >50% of Supplier)*

**CFO**

**Name**

**Date of Birth**

**Primary Contact Contact Name**

**Position**

**E-mail**

**Telephone / Mobile No**  
*(full with the country dial code)*

**Secondary Contact Contact Name**

**Position**

**E-mail**

**Telephone / Mobile No**  
*(full with the country dial code)*

**PRODUCTS/SERVICES INFORMATION**

**Type of Business**

**Do You Operate any Warehouses?**

**Locations of  
Warehouses**  
(EXW)

**Product / Service Category Additional Information**  
(choose from the list in a drop-down menu) (e.g. Product / Service Description)

**TO BE COMPLETED IN CO'S WHICH HAVE BEEN CLASSIFIED AS HIGH RISK BY THE CO AND THE AID DIVERSION TASK FORCE ONLY**

**Company Website**

**Main Office Email Address**

**Main Office Telephone Number**

**Other Countries with Offices / Premises**  
(List all Countries)

**Countries from which goods / materials are purchased**  
(List all Countries)

**ADDITIONAL IDENTIFICATION REQUIREMENTS**

	<b>Full Names</b>	<b>Identification Document</b> (Attach copy of document)
<b>CEO</b>	0 0	

**Other Owners**  
(Information from all  
Owners required)

**COMPLIANCE CONFIRMATIONS**

**Supplier confirms that it will comply with  
SCI Policies:**

*(Child Safeguarding Policy / Fraud, Bribery &  
Corruption Policy / Anti-Harassment, Intimidation &  
Bullying Policy, Human Trafficking & Modern Slavery  
Policy, Protection from Sexual Exploitation and Abuse  
Policy)*

**Supplier certifies that it has not provided  
and will not provide any support or  
resources to any individual or organisation  
that it knows or has reason to believe is an  
individual or organisation that advocates,  
plans sponsors, engages in or has engaged in  
an act of terrorism**

**Supplier confirms that within the last three  
years, no administrative, civil or criminal  
litigation has been filed against the Supplier.**

**If the answer is NO please provide details  
Supplier Details**

**If Registered, attach copy of  
Certificate**      **If Not Registered,  
attach Proof of Address  
or Utility Bill.**

**Form Completed Name  
By:**

**Position**

**Date**

**Signature**