



Save the Children

28 August 2014
SCI/FIN/GA/001/2014

Dear Sir / Madam,

Save the Children invites your submission of a tender to provide goods/services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following goods/services: co-sourced Internal Audit Services, for two years with an option to extend for a further two years.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering
- Part 3: Terms and Conditions of Purchase (which will be signed by the successful Bidder)
- Part 4: Save the Children's Child Safeguarding Policy
- Part 5: Save the Children's Anti-Bribery and Corruption Policy
- Part 6: The IAPG Code of Conduct
- Part 7: SCI Country Office Essential Standards – Quality framework: operations quality

Your tender response must be received in the following format:

- Full completion of the "Tender Response" document together with the annexes listed below in order that your tender may be regarded as compliant:
 - a proposal document demonstrating your approach and relevant experience showing how you are able to work effectively with us to meet our needs
 - copies of audit staff's CVs
 - 2 examples of audit reports elaborated during the last 12 months, i.e. 1 example of a detailed review and 1 example of a follow-up review
 - 3 clients references
 - copy of annual financial statements for the last 2 years

Those tenders returned not completed in this way may be treated as void.

- Bids to be submitted by:
 - email, addressed to Averil Brown at Averil.Brown@savethechildren.org. The subject area should indicate the ITT reference number and your submission must be received at this address no later than 5pm 10th September 2014 ("the Closing Date"). Failure to meet the Closing Date may result in the tender being void; and
 - post to St. Vincent House, addressed to Jake Suddaby. The envelope should indicate the ITT reference number, but have no other details relating to the bid, including your company name. Your return tender must be received at the address below not later than 9am 11th September 2014. Failure to meet this time and 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 Nichola Crail (Contact Person) by email at Nichola.Crail@savethechildren.org

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

Yours faithfully,

Nichola Crail

Director Global Assurance, Save the Children International

PART 1: TENDER INFORMATION

A. Introduction

Save the Children International (SCI), whose principal offices are in St Vincent House, 30 Orange Street, London WC2H 7HH, invites offers to provide co-sourced internal audit services.

It is our intention to let a contract for two years with an option to extend for a further two years.

B. Provisional timetable

<u>Activity</u>	<u>Date</u>
Issue Tender Notice and Invitation to Tender	28 August 2014
Return of tenders by email (Closing Date) and Post	10 September 2014 11 September 2014
Tender Review Committee	15 or 16 September 2014
Bid clarifications as required	To 19 September 2014
Award Contract	No later than 22 September 2014
"Go-Live" with Supplier	No later than 25 September 2014

C. Specific background information for tender

1. Save the Children

Save the Children is the world's leading independent organisation for children. In 2013, we reached over 143 million children through our work, including over 52 million children directly.

Save the Children work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives. Save the Children's:

- **VISION** is a world in which every child attains the right to survival, protection, development and participation.
- **MISSION** is to inspire breakthroughs in the way the world treats children, and to achieve immediate and lasting change in their lives.
- **VALUES** are:
 - **ACCOUNTABILITY:** We take personal responsibility for using our resources efficiently, achieving measurable results, and being accountable to supporters, partners and, most of all, children.
 - **AMBITION:** We are demanding of ourselves and our colleagues, set high goals and are committed to improving the quality of everything we do for children.
 - **COLLABORATION:** We respect and value each other, thrive on our diversity, and work with partners to leverage our global strength in making a difference for children.
 - **CREATIVITY:** We are open to new ideas, embrace change, and take disciplined risks to develop sustainable solutions for and with children.
 - **INTEGRITY:** We aspire to live to the highest standards of personal honesty and behaviour; we never compromise our reputation and always act in the best interests of children.
- You can find out more about Save the Children from our website: <http://www.savethechildren.net>

2. Global Assurance

In 2011, Global Assurance was set up in line with Clause 13 of Part 2 of the AMA, which states:

'SCI shall ... put in place an internal audit team and/or develop, have access to and deploy an interim internal audit function, with capacity to provide assurance to members in relation to SCI's operations. This team shall be based within the SCI Finance team, reporting to the Chair of the Audit and Finance Committee of the SCI Board, in order to ensure its independence from SCI's programming activity as well as from Members. The Members shall be consulted and have a role in the preparation and development of SCI's annual internal audit plan which shall include audit at the centre, regional office and country office and relate to financial and non-financial performance and compliance. Members shall have full access to SCI internal audit reports.'

The Global Assurance charter defines and explains the purpose, objectives, authority, responsibility and scope of work of the Global Assurance function. Global Assurance's strategic objective is:

'Through effective business partnering and the application of high standard Audit methodology Global Assurance add value to Save the Children by:

- *Providing independent reassurance on management risk mitigation and the Save the Children International control environment*
- *Sharing insights on how the organisation can deliver to children in a more efficient and effective way'*

The role of Global Assurance is to provide independent assurance to the organisation's Board and senior management and members by confirming that management is:

- identifying, prioritising and managing risks
- ensuring financial and operational controls are operating efficiently and effectively
- complying with laws and corporate governance standards as expressed in Save the Children International values.

Global Assurance:

- aims to be collaborative, whilst maintaining appropriate independence and objectivity. Its assurance opinion represents a risk based assessment of whether risk, governance and control arrangements are designed so as to align to Save the Children International standards and policies, and whether they operate to appropriately and consistently mitigate identified risks. Global Assurance reports can/should acknowledge operating context/ stage of development
- uses a risk based methodology to evaluate the adequacy, efficiency and effectiveness of management responses and/or controls to mitigate the key risks that Save the Children International and its programming is exposed to. At regional and country level Global Assurance work concentrates on:
 - effectiveness and efficiency of operations and programmes
 - reliability and integrity of financial and operational information
 - safeguarding of assets
 - compliance with laws, regulations, policies procedures and contracts.

D. Specification of requirements

As Save the Children evolves, it is vital that Global Assurance does the same to meet Board and management needs and therefore Global Assurance is seeking a partnership relationship with a provider that will:

- provide geographically dispersed resourcing of highly skilled and effective Auditors to produce high quality work to ensure the delivery of the 2014 audit plan
- be able to operate at senior management level (where risks are managed) and have the credibility and confidence to work with and challenge management
- offer constructive advice to both Global Assurance on the services the Internal Audit function offers and to management based on relevant best practice.

Specifically, in respect of the 2014 audit plan we are seeking resources to deliver, in conjunction with the Global Assurance team, the following specific audit assignments:

Assignment summary table

Country*	Type of service required*	Last Audit*	Estimated dates*
Bangladesh	<ul style="list-style-type: none"> • Up to 2 individuals needed working with Global Assurance manager and auditor colleagues to follow-up on and build out of the last Global Assurance audit review. • Work will include field visits and ideally the individuals will have Global Fund (HIV/AIDS) experience and/or of partnerships and programming. 	Global Assurance review 2013	3 weeks commencing c 20 th October
Nigeria	<ul style="list-style-type: none"> • Up to 3 individuals needed working with Global Assurance manager to follow-up on and build out of the last Global Assurance audit review. • Work will include field visits and ideally at least one individual will have cash programming experience. 	Global Assurance review 2013	3 weeks commencing mid-end November
Mali	<ul style="list-style-type: none"> • 3 individuals needed with french language skills, working with Global Assurance manager and auditor colleagues 	No previous review	3 weeks commencing mid- October
CAR	<ul style="list-style-type: none"> • 1 or 2 individuals with french language skills, working with Global Assurance manager and auditor colleagues 	No previous review	2 weeks commencing mid- end November

*Please note that details in the above list could be subject to modification based upon the prevailing risk profile and the security environment.

Moving forward the successful provider may be asked to provide resource to support or carry out other individual audit assignments at country, regional or on centre/functional or thematic basis to both cover surge needs for vacancies or growth. We would therefore welcome details of your wider skills and experience and how this may benefit Save the Children. On a case by case basis, we reserve the right to use our own resources or other providers where these offer more closely aligned skills or value for money.

As well as this audit service, Save the Children, is seeking a provider who as part of its investment in our ongoing relationship will offer pro or low bono support for a detailed functional review of Global Assurance before the end of 2014.

Further context for functional review of Global Assurance is:

- As Save the Children evolves, it is important that Global Assurance responds to that need over time. Global Assurance has achieved this to date, making a range of changes and planning others.
- Following recommendations arising from internal and external reviews (including by the Institute of internal Auditors), Global Assurance has been working to develop a 3-5 year Global Assurance strategy.
- Since it was established, Global Assurance has experienced a relatively high level of turnover. As Global Assurance continues to learn and build for the future, it is important to step back, understand the issues driving turnover and their impact more fully so that future change can, as and where appropriate, help to address these issues.
- There is an opportunity, with a new Chief Financial Officer having joined Save the Children International in August 2014, to look at current and future needs with fresh eyes; ensuring ownership and Senior Leadership Team leadership going forward.
- We therefore plan a more detailed functional review of Global Assurance before the end of 2014 to inform 2015 audit planning and to answer questions including:
 - What are the independent internal audit outcomes Save the Children is seeking?
 - What should therefore be our Global Assurance capability and capacity?
 - Is our current Global Assurance 'fit for this purpose'?

1. Audit firm requirements

The successful provider: shall be able to demonstrate that it meets the following requirements:

- has a track record of leading a small team for specific short-term audit or other work assignments and delivering high quality timely results
- has experience of evaluating systems and processes, identifying weaknesses and areas of improvements
- has experience and success in:
 - carrying out and/or facilitating reviews of Internal Audit functions in conjunction with the function itself and management
 - providing business partnering support to those functions, enabling them to meet organisational needs in an efficient and effective way
- has highly developed interpersonal and communication skills including influencing, negotiation and relationship building
- has a strong result-orientation, with the ability to challenge existing mindsets
- has a strong cultural awareness and be able to work well in an international environment with people from diverse backgrounds and cultures
- be committed to Save the Children values.

Delivering audit assignments: The successful provider's staff working on Global Assurance audit assignments for Save the Children should be able to demonstrate that they meet the following requirements:

- be a qualified internal auditor (IIA) or accountant, or alternatively have extensive experience in relevant operational/functional areas (e.g. in programme/project management in an INGO)

context) or a financial analysis aptitude and be able to review risk governance control arrangements and to write persuasive reports identifying correcting actions

- work with the highest standards of ethics and integrity; adhere to the IIA “Code of Ethics” and “International Standards for the Professional Practice of Internal Auditing” and conduct themselves in line with Save the Children International values: Child Safeguarding and Anti-Bribery and Corruption Policies (see part 4 and 5). All individuals who are presented to support Save the Children’s requirements are required to attend, in advance of any travel, Child Safeguarding training.
- where appropriate by assignment; have the ability and willingness to work in High Risk Countries and have completed a Safety and Security training. All CVs submitted in your proposal should confirm this is the case.
- preferably had exposure to large international commercial, or INGO experience where possible for large institutional donors such as DfID, USAID, ECHO, and EC.

For each member of staff nominated to work on an audit assignment; the successful provider must provide in advance:

- a CV. We reserve the right to refuse any placement at any time
- confirmation that 3 employment references have been completed for each deployed resource in advance of any departure, with copies passed to Save the Children’s HR team
- confirmation that all individuals have been DBS/police checked in advance of any deployment and any known criminal history highlighted in advance to Save the Children’s HR team. As the results of these checks are non-transferable, Save the Children reserves the right to carry out their own for each deployed individual. At any time, on review of required background checks, Save the Children reserves the right to withdraw approval to deploy for any individual.

Delivering the 2014 audit plan: The successful provider’s staff working on audit assignments should also be able to demonstrate that they meet the following requirement:

- be proficient in French if participating in French speaking countries: Nigeria, Mali and CAR)
- have experience in the areas flagged in the assignment summary table above.

Delivering future assignments: The successful provider’s staff working on future Global Assurance audit assignments for Save the Children should be able to demonstrate that they meet, where relevant to the assignment, the following requirements:

- be proficient in relevant languages, for example French, Spanish or Arabic
- have experience in the areas flagged in the initial assignment resource request made by Save the Children.

Supporting the Global Assurance review: The successful provider’s staff working on the Global Assurance review should be able to demonstrate they are able to meet the following requirements:

- have experience and success in:
 - carrying out or supporting reviews of global Internal Audit/Assurance functions in conjunction with the function itself and management to develop appropriate, relevant and achievable action plans for implementation that are owned by the team and organisation
 - providing business partnering support to those functions, enabling them to meet organisational needs in an efficient and effective way

- bring, or be able to access, knowledge of ‘what good looks like’ in a global operating environment across a range of sectors, whilst being practical and pragmatic in the organisation and team stage of development
- have highly developed interpersonal and communication skills including influencing, negotiation and relationship building
- have a strong result-orientation, with the ability to challenge existing mindsets
- have a strong cultural awareness and be able to work well in an international environment with people from diverse backgrounds and cultures
- be committed to Save the Children values.

2. Assignment delivery

a. Quality Framework

The country office and regional office audits carried out by Global Assurance are aligned with Save the Children’s quality framework and management operating standards. The quality framework comprises 15 areas (listed below, see also to part 7: copy of our management operating standards/ quality framework).

- advocacy and Campaign
- award Management
- child safeguarding
- communication and media
- finance
- HR management
- humanitarian preparedness and response
- IT
- leadership
- legal (including risk management and fraud)
- logistics (including commodities)
- monitoring, evaluation, accountability and learning
- partnership management
- project management
- safety and security

As a minimum, Global Assurance always reviews the following areas during each audit assignment: leadership, logistics, finance, award management, partnership management (if material) and child safeguarding. Further quality framework areas for review are based upon Global Assurance’s assignment planning, drawing on information from country, region, centre and funding members. For audit assignments during 2014, the successful provider will be required to carry out audit assignment work in line with this approach and to report against Save the Children’s quality framework.

b. Professional and regulatory requirements

The successful provider shall conduct all audit work to a professional standard, and:

- in compliance with relevant regulatory (charity commission) and the Institute of Internal Auditors (IIA) standards

- in accordance with Save The Children's quality framework and any other requirements indicated in this invitation for Tender.

c. Audit assignment ways of working

In the event that:

- an audit assignment is undertaken by staff from both Global Assurance and the successful provider, the Global Assurance Lead Audit Manager shall decide on the methods to be used by the audit assignment team, in line with Global Assurance's audit approach, the key stages of which are shown below:

Engagement planning:

- 6 months prior to the audit agree audit dates
- 3 months before the audit issue legal questionnaire & Pre-audit information request
- 8 to 4 weeks prior to the audit develop the country office risk profile and agree terms of reference
- 2 weeks prior to the audit establish the audit programme and allocate audit areas amongst audit team.

Fieldwork:

Depending on the size of the region or country programme and the areas being reviewed during the visit, fieldwork will normally last between 2 and 3 weeks.

- day 1: start-up meeting with the Country Office's Senior Management Team (CO's SMT)
- 2- 3 weeks:
 - review processes, policies and procedures and any relevant documents
 - test and controls
 - interview staff, partners and beneficiaries
 - visit partners and projects (as required)
 - regular stocktake meetings with the audit team
 - regular feedback meetings with CO's SMT
- last day: exit meeting and presentation of key finding to the CO's SMT.

Reporting:

The audit report gives an overall rating for the assurance review, individual ratings for each quality framework area reviewed, findings and recommendations.

- within 2 weeks after end of fieldwork draft the audit report initially and share the draft report with the Lead Audit Manager and the Director of Global Assurance for review and approval
- within 3 weeks after end of fieldwork submit the draft audit report to the CO's SMT (they are given 2 weeks to respond)
- within 2 weeks of receipt of CO's SMT feedbacks on the draft report issue final audit report together with all relevant working documents
- within 2 weeks of issue of final report issue feedback questionnaire: gives the Country Office staff the opportunity to give constructive feedback on the audit process.

- d. Provider activities within a co-sourced audit assignment (including all assignments to complete the 2014 audit plan) where the Lead Audit Manager is part of Save the Children's Global Assurance team

The successful provider shall ensure that any and all of the provider's staff who participate in an audit assignment understand and are sensitive to the culture of Save The Children, whilst maintaining and applying the highest professional standards to their work.

For each audit assignment, and as where required by the Lead Audit Manager, the successful provider shall participate in the engagement planning stage and:

- undertake preparatory research
- support the development of the audit risk profile and assignment terms of reference
- contribute to the preparation of the audit programme
- complete work and submit outputs in accordance with specified delivery dates.

When the audit programme has been agreed, the Lead Audit Manager will ensure agreement with the successful provider of the precise nature and scope of the successful provider's responsibilities for the audit assignment. In the event that either party considers that the audit assignment as defined has changed, the Lead Audit Manager will agree with the successful provider the additional number of auditor days required.

In accordance with the agreed audit programme (and the Contractor Assignment Plan, where appropriate), and as required by the Lead Audit Manager, the successful provider shall:

- undertake fieldwork and testing, and produce the relevant Outputs, which shall include Internal Audit Programme test results and, as appropriate, data schedules and any documentation agreed in accordance with Global Assurance at the start of the contract
- document its audit findings, including identified risks and recommendations
- document any additional concerns or risk areas it has identified
- attend, participate in and/or lead the exit meeting
- contribute to the resolution of any outstanding issues and prepare or contribute to the preparation of the draft report
- prepare or contribute to the preparation of the final report
- complete its work and submit its Outputs to the Lead Audit Manager in accordance with the specified delivery dates.

The successful provider shall keep Save The Children regularly updated on progress in respect of its activities and Outputs, measured against the delivery dates specified in the relevant audit programme/terms of reference (and overall Provider Assignment Plan, where appropriate) and as required by Save The Children's Director of Global Assurance.

e. Contractor activities in the frame of a fully outsourced audits

If the successful provider is designated as leading an audit assignment, the successful provider shall be the Lead Audit Manager and shall report as required to a nominated Global Assurance Manager and to the Global Assurance's Director. In addition to its activities in an audit assignment (described above), as Lead Audit Manager the successful provider shall:

- define the preparatory research to be undertaken in accordance with Save The Children's Internal Audit Standards
- define the precise nature and scope of the audit assignment for review and agreement with the relevant Global Assurance Manager and/or Director of Global Assurance
- prepare the Audit Programme and agree it with the relevant auditees within Save the Children, the nominated Global Assurance Manager and/or Director of Global Assurance
- liaise as necessary with the auditee

- lead the Audit Team in the start-up meeting with the auditee and ensure that accurate notes of this meeting are produced
- plan and manage the activities of the Audit Team within the agreed timetable
- ensure that the relevant Global Assurance Manager is kept up-to-date with progress on the audit assignment and on any major emerging issues
- ensure that the audit findings, their implications and the consequential recommendations are documented
- review, comment on, quality assure and agree the outputs from the Audit Team and pass them to the relevant Global Assurance Manager for storing in accordance with the specified delivery dates
- lead the Audit Team in the exit meeting with the auditee and ensure that notes of the exit meeting are produced
- be responsible for the preparation and quality assurance of the draft report and covering correspondence, agree it with the relevant Global Assurance Manager and with the Global Assurance's Director and issue it to the auditee within 3 weeks of the exit meeting
- resolve and document auditee queries on the draft report in order to finalise the Audit Assignment in accordance with timescales specified in the Audit Programme (and Contractor Assignment Plan, where appropriate)
- be responsible for the preparation and quality assurance of the final report and covering correspondence, agree it with the relevant Global Assurance Manager and with the Global Assurance's Director and issue it to the auditee within 2 weeks of the receipt of the client's response to the draft report.

f. Outputs

The Outputs which the successful provider shall produce as part of an audit assignment, or shall produce or contribute to as defined in the Contractor Assignment Plan (where appropriate), and shall submit to the relevant Global Assurance Manager and to the Global Assurance's Director are:

- an agreed terms of reference for the review, with clear deadlines, resource and cost implications
- documented working papers evidencing the audit findings, their implications which the consequential recommendations being made
- start-up and exit meetings presentations together with minutes of these meetings
- a draft report and covering correspondence
- a final report and covering correspondence.

The Outputs shall be provided in electronic form.

3. Performance Requirements

The successful provider shall:

- carry out its roles and responsibilities (including the submission of Outputs) in an audit assignment within the timescales and budget specified for the relevant standard audit assignment or in the relevant Contractor Assignment Plan
- undertake all its audit work in accordance with the specified standards
- prepare all audit documentation for which it is responsible in accordance with Global Assurance at the start of the contract, or as specified in the relevant Contractor Assignment Plan.
- the professionalism of the successful provider's service in an audit assignment shall be rated no lower than the satisfied level in the Feedback Questionnaire.

E. 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 (as described earlier under the section “Specification of Requirement”, with a particular attention to context and criteria for audit firm and audit staff)
- 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. Any proposed variances from the Terms and Conditions of Purchase should be clearly identified within the Bidders submission
- Bidder’s registration in the UK
- Ability to work in high risk countries
- Quality and certification of Bidder’s products

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
- Bidder’s capacity to complete the work required by Save the Children (as described above under context, using Save the Children’s audit assignment approach), particularly in terms of lead times
- The financial sustainability of Bidder
- Bidder provides satisfactory client references

c) DESIRABLE CRITERIA

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

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

PART 2: CONDITIONS OF TENDERING

1. Definitions

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

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

2. The Contract

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

3. Late tenders

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

4. Correspondence

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

5. Acceptance of tenders

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

6. Alternative offer

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

7. Prices

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

8. No reimbursement of tender expenses

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

9. Non Disclosure and Confidentiality

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

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

10. Award Procedure

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

11. Information and Record Keeping

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

12. Anti-Bribery and Corruption

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

13. Child Protection

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

14. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.

- That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

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

PART 3: TERMS AND CONDITIONS OF PURCHASE

1 Definitions and Interpretation

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

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

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

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

3 Ethical Standards

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

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

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

4 Delivery / Performance

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

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

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

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

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

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

5 Indemnity

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

6 Price and Payment

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

7 Termination

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

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

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

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

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

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

9 Force majeure

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

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

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

10 General

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

PART 4: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

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