Expressions of Interest

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| --- |
| [Save the Children International] |

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| --- | --- |
| Invitation title: | [Expression of Transportation Services] |
| Reference number: | [#15] |
| Date of issue: | [7th of August 2023] |

 **Omer Sharfy**

**Interim Director of Supply Chain**

# Introduction

SCI is the world's leading independent organisation for children. Our Vision is a world in which every child attains the right to survival, protection, development and participation, our Mission is to inspire breakthroughs in the way the world treats children, and to achieve immediate and lasting change in their lives.

SCI is seeking supplier’s response to the invitation for the supply of services in **transportation services** sector.

SCI seeks to gain a more detailed understanding of the supplier market and range of solutions that may be available. Hence, this EOI process may be the first stage of a multi‑stage procurement process.

Professional procurement is crucial to enabling SCI to deliver high quality programs on time and to budget, helping us to meet our commitments to beneficiaries and donors. Furthermore, between 30%-50% of our total income is spent on suppliers, making it SCI's single largest cost. By making this financial resource go further, it creates opportunities for our budget holders and programmes to have a greater impact.

## Structure of the invitation

This Invitation comprises the following sections:

* Introduction – contains an overview of the structure of the documents.
* Part A – The Invitation
	+ Part A.1 – About this Invitation provides establishment details about the procurement opportunity; and
	+ Part A.2 – Overview of the Evaluation of the EOI (Essential, Capability, Sustainability and Commercial Criteria.
* Part B – Conditions of participation sets out the rules applying to the EOI process for the supply of goods and/or services.
* Part C – Bidder’s response details the information to be provided by suppliers.
* Part D – Appendix

# Part A – The invitation

Part A.1 – About this invitation

1. Establishment details

|  |  |
| --- | --- |
| Organisation name: | Save The children International  |
| EOI title: | Expression of Interest for Transportation Services  |
| EOI reference number | #15 |

1. Organisation contact

|  |  |
| --- | --- |
| Head of Supply Chain  |  |
| Name: | Omer Sharfy |
| Position title: | Interim Direction of Supply Chain  |
| Department: | Supply Chain  |
| Contact details: | Omer.sharfy@savethechildren.org |

|  |  |
| --- | --- |
| For Any Queries please contact: |  |
| Name: | Elbaleeq Adam  |
| Mobile Number: | 0900908221 |
| Position title: | Humanitarian Supply Chain Coordinator |
| Department: | Supply Chain Department  |
| Contact details: | Elbaleeq.Adam@savethechildren.org |

1. Closing time

|  |  |
| --- | --- |
| Closing time |  |
| The bid to be submitted by:* Email to **SudanCO.procurement@savethechildren.org**

 **OR*** Hand to Save the Children Country Office at Hai Almatar, Square 2, Property No: 285, Portsudan, Red Sea State, Sudan.
 | Bid closing time:**12:00 pm Monday 14th of August 2023** |

1. Indicative timetable

Please note: this timetable provides suppliers with an indication of the timing of the EOI process. The timetable is indicative only and may be changed by the organisation:

| Activity | Date |
| --- | --- |
| Invitation issued | **7/08/2023**  |
| Closing Date and submission  | **14/08/2023** |
| Intended completion date of short-listing process | **21/08/2023** |
| Intended completion date of evaluation of supplier’s responses | **28/08/2023** |

Part A.2 – Overview of Evaluation Criteria

The Bidder’s response will be evaluated against the below criteria:

### **SECTION 1: ESSENTIAL CRITERIA**

These are criteria which bidders **MUST** meet in order to be successful and progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the evaluation process. These criteria are scored as Pass or Fail and will not be evaluated against capability, sustainability, and commercial criteria.

### **SECTION 2: CAPABILITY CRITERIA**

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

### **SECTION 3: SUSTAINABILITY CRITERIA**

These are criteria will be used to evaluate the bidder’s sustainability policies.

### **SECTION 4: COMMERIAL CRITERIA**

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

**IMPORTANT NOTE: The Bidder is expected to submit a response for all the evaluation questions with relevant supporting documents, otherwise their overall evaluation may be negatively affected.**

**SECTION 1 – ESSENTIAL CRITERIA**

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** |
| ***1*** | **MANDATORY CRITERIA:** Supplier accepts Save the Children’s Conditions of participation in **Part B** of the expression of interest. and that any work awarded from this expression of interest process will be completed under those conditions. | **Yes / No** | **Comments**  |
|  |  |
| ***2*** | **MANDATORY CRITERIA:** The Bidder and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG’s policies and code of conducts mentioned in the Appendixes in **Part D** of the expression of interest, throughout the expression of interest process and during the term of any contract awarded. The polices listed below: 1) Child Safeguarding Policy2) Anti-Bribery & Corruption Policy3) Human Trafficking & Modern Slavery Policy4) Protection from Sexual Exploitation and Abuse Policy5) Anti-Harassment, Intimidation & Bullying Policy6) IAPG Code of Conduct | **Yes / No** | **Comments** |
|  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| ***3*** | **MANDATORY CRITERIA**: The Bidder confirms it is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual Purpose goods / services that may be used in a terror related activity. | **Yes / No** | **Comments** |
|  |  |
| ***4*** | **MANDATORY CRITERIA**: The Bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this. | **Yes / No** | **Comments** |
|  |  |
| ***5*** | **MANDATORY CRITERIA:** The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).This includes the Bidder **submitting** the following requirements (where applicable):* Legitimate business address
* Tax registration number & certificate
* Business registration certificate
 | **Yes / No** | **Comments** |
|  |  |
| **Requirement** | **Bidder Response / Attachments** |
| ***Legitimate Business Address*** |  |
| ***Tax Registration Number & Certificate*** |  |
| ***Business Registration Certificate*** |  |

**SECTION 2 – CAPABILITY CRITERIA**

|  |  |  |  |
| --- | --- | --- | --- |
| ***Item*** | **Question** |  | **Bidder Response** |
| ***1*** | **REFERENCES**Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this expression of interest. | **Client Name** | **Contact Details (Name & Email)** | **Project Description** | **Please Attach Supporting/Relevant Documents** |
| 1) |  |  |  |
| 2) |  |  |
| ***2*** | Bidder can provide transportation services as per the below routes: 1. From **Port Sudan** to **Gadarif**
2. From **Port Sudan** to **Medani**
3. From **Port Sudan** to **Singa**
4. From **Port Sudan** to **Damazine**
5. From **Port Sudan** to **Kosti**
6. From **Port Sudan** to **Al Obaied**
7. From **Port Sudan** to **Atbara**
8. From **Port Sudan** to **Shendi**
 | **Bidder Response** | **Comments** |
|  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| ***3*** | Bidder to provide proof of their financial capability:- Certificate of Financial capability.  | **Bidder Response** | **Please Attach Supporting/Relevant Documents** |
|  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **4** | Bidder accepts overseas/offshore payments. | **Bidder Response** | **Comments** |
|  |  |
| **5** | Bidder agrees to be responsible for all defects/losses of the goods/materials transported while performing the requested transportation services.  | **Bidder Response** | **Comments** |
|  |  |

**SECTION 3 – SUSTAINABILITY CRITERIA**

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** |
| ***1*** | The Bidder’s workforce is staffed from Sudanese nationals. | **Yes / No** |
|  |
| ***2*** | The Bidder has green transport policies in place is to reduce environmental impacts from transportation and to minimise pollution.  | **Yes / No** |
|  |

**SECTION 4 – COMMERCIAL CRITERIA**

|  |  |  |
| --- | --- | --- |
| ***Item*** | **Question** | **Bidder Response** |
| ***1*** | Bidder is to provide a financial offer with fixed pricing for a **minimum duration of 1 Year.**  | **Yes / No*****(if No, please specify how long is the fixed pricing period)*** |
|  |
| ***2***  | Bidder is to provide their financial offer in **USD** as per trip routes in the tables below | **Bidder to fill the tables below**  |

|  |  |  |
| --- | --- | --- |
|  | **Trip Description**  | **Unit Trip Price in USD** |
| **1** | **From Port Sudan to Gadarif** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

|  |  |
| --- | --- |
| **2** | **From Port Sudan to Medani** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

|  |  |
| --- | --- |
| **3** | **From Port Sudan to Singa** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |
| **4** | **From Port Sudan to Damazine** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

|  |  |
| --- | --- |
| **5** | **From Port Sudan to Kosti** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

|  |  |
| --- | --- |
| **6** | **From Port Sudan to Al Obaied** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |
| **7** | **From Port Sudan to Atbara** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

|  |  |
| --- | --- |
| **8** | **From Port Sudan to Shendi** |
| **A** | 5 Ton Truck |   |
| 7 Ton Truck |   |
| 10 Ton Truck |   |
| 15 Ton Truck |   |
| 30 Ton Truck |   |
| **B** | 5 Ton Fridge Truck |   |
| 7 Ton Fridge Truck |   |
| 10 Ton Fridge Truck |   |
| 15 Ton Fridge Truck |   |

# **Part B – Conditions of participation**

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 Expression of Interest.

(b) **Supplier** - the party which provides Goods and/or Services to SCI.

 (c) **Goods and/or Services** - everything purchased by SCI under the contract.

 (d) **Expression of Interest** – is part of a qualification *process* to receive information from the supplier that demonstrates the capacity to perform a contract and can result in the supplier entering a negotiation for a contract or being shortlisted for a subsequent tender.

(e) **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.

 (f) **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.

1. **Late supplier responses**

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

1. **Correspondence**

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

1. **Acceptance of responses**

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

1. **Prices**

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

1. **No reimbursement of tender expenses**

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

1. **Non-Disclosure and Confidentiality**

Suppliers must treat the EOI 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 suppliers shall:

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

SCI shall consider any reasonable request from any unsuccessful Supplier for feedback on its EOI and, where it is appropriate and proportionate to do so, provide the unsuccessful supplier with reasons why the response was rejected.

1. **Anti-Bribery and Corruption**

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

1. **Child Protection**

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

1. **Human Trafficking and Modern Slavery**

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

1. **Exclusion Criteria**

 Any supplier is required to confirm in writing that:

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

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

1. **Conflict of Interest / Non Collusion**

Any supplier is required to confirm in writing:

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

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

1. **Capacity to comply with the overview of requirements**

Part A details SCI’s requirements for the goods and/or services the subject of this Invitation. The assumption is that each supplier will be capable of providing all of the goods and/or services in full. Where a supplier believes it will not be capable of providing all the goods and/or services in full or will only comply with Part B subject to conditions, it should either not apply or set out potential limitations in their supplier’s response.

Suppliers who are invited to participate in subsequent EOI processes (should such eventuate) will be provided with a full specification for the relevant goods and/or services at that time.

1. **Evaluation**

### 15.1 Evaluation process

Supplier’s responses will be evaluated in accordance with the evaluation criteria stipulated in Item 9 of Part A.1.

A supplier’s response will not be deemed to be unsuccessful until such time as the supplier is formally notified of that fact by the organisation.

SCI’s may in its absolute discretion:

* 1. reject any supplier’s response that does not include all the information requested or is not in the format specified in Item 5 of Part A.1;
	2. after concluding a preliminary evaluation, reject any supplier’s response that in its opinion is unacceptable;
	3. disregard any content in a supplier’s response that is illegible and will be under no obligation whatsoever to seek clarification from the supplier;
	4. disqualify an incomplete supplier’s response or evaluate it solely on the information contained within it;
	5. alter the structure and/or the timing of the EOI process; and
	6. vary or extend any time or date specified in this Invitation for all suppliers.
1. **No legally binding contract**

Being short listed does not give rise to a contract (express or implied) between the preferred supplier and the organisation. No legal relationship will exist between the organisation and a preferred supplier relating to the supply of goods and/or services unless and until such time as a binding contract is executed by both parties.

## 17.Supplier warranties

By submitting a supplier’s response, a supplier warrants that:

* 1. in submitting its supplier’s response, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the organisation or its representatives other than any statement, warranty or representation expressly contained in the invitation documents;
	2. it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by the organisation to suppliers for the purposes of submitting a supplier’s response;
	3. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its supplier’s response;
	4. it otherwise accepts and will comply with the rules set out in this Invitation; and
	5. it will provide additional information in a timely manner as requested by the organisation to clarify any matters contained in the supplier’s response.

## 18.  Organisation rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, the organisation reserves the right, in its absolute discretion at any time, to:

* 1. vary or extend any time or date specified in this Invitation for all or any suppliers; or
	2. terminate the participation of any supplier or any other person in the EOI process.

# Part C – Bidder’s response

The bidder can choose how they want to reply to this EOI, but they must include all the items in Parts A.1 & A.2. The supplier’s response will be the basis for evaluation.

# Part D: Appendix:

**Appendix 1) Child Safeguarding Policy**

**Appendix 2) Anti-Bribery & Corruption Policy**

**Appendix 3) Human Trafficking & Modern Slavery Policy**

**Appendix 4) Protection from Sexual Exploitation and Abuse Policy**

**Appendix 5) Anti-Harassment, Intimidation & Bullying Policy**

**Appendix 6) IAPG Code of Conduct**

ANNEX 1 – MANDATORY POLICIES

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:

1. Physically, sexually, or emotionally harming or threatening to harm a child. This includes beating them or any other form of physical or humiliating discipline
2. Engaging in any form of sexual activity with anyone under the age of 18, regardless of age of consent or custom locally
3. 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
4. Sending private messages to children you have met through Save the Children, for example private messaging on social media or by mobile phone
5. Engage anyone under the age of 18 in exploitative and harmful labour
6. Employees engaging in commercial exploitation of children, for example a hotel employee facilitating sexual abuse by hotel guests or indirectly
7. Causing the death of or seriously injuring a child due to reckless or careless driving
8. 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
9. 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.

1. 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.
2. 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.
3. 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.
4. 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:-
	* 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**
	* keep any information confidential between you and the person you report this to.
5. 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 AND PROCEDURE

**Our values and principles**

Save the Children has a “zero tolerance” policy towards fraud, bribery and corrupt practices (see definitions 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:

**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.

1. *embezzlement:* improperly using funds, property, resources, or other assets belonging to SCI for their own personal advantage instead;
2. *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);
3. *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;
4. *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);
5. *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);
6. *false invoicing*: knowingly creating or using invoices that are false in any way;
7. *expenses fraud*: dishonestly using the expenses system to pay money or other benefits to which the recipient is not entitled;
8. *payroll fraud:* dishonestly manipulating a payroll system to make unauthorised payments (e.g. by creating ‘ghost’ employees or by increasing an individual’s salary);
9. *tax or duty evasion*: knowingly avoiding the payment of tax or any other duty that a person is aware should be paid;
10. *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;
11. *brand fraud:* dishonestly using Save the Children’s name, branding or documentation for personal or private gain;
12. *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;
13. *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.

1. *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;
2. *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;
3. *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;
4. *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.

1. *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.
2. *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?**

1. You have a duty to protect the assets of Save the Children from any form of dishonest behaviour.
2. 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.
3. 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
4. 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:-
	* 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**
	* keep any information confidential between you and the person you report this to.
5. You must immediately declare any actual or perceived conflict of interest between any personal, private interest and save the Children’s work.
6. 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 and business partners.*

1. What is human trafficking and modern slavery?

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

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| **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.
1. **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:

1. ‘**chattel slavery**’, in which one person owns another person.
2. ‘**Bonded labour’** or‘**debt bondage**’,which iswhen 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.
3. ‘**Serfdom**’,which is when a person has to live and work for another on the other’s land.
4. ‘**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.
5. ‘**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.
6. ‘**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.
7. **The commitment we expect from commercial partners**

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

Partners 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.*

**SAVE THE CHILDREN’S PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE (PSEA) POLICY**

1. **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 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:**

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| **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 |

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| 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.
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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:

1. Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
2. Your employees engaging in commercial sexual exploitation of a person, for example a hotel employee facilitating sexual abuse by hotel guests.
3. Sexual assault.
4. Forcing sex or someone to have sex with anyone.
5. Forcing a person to engage in prostitution or production of pornography.
6. 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.

1. 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.
2. 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.
3. 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.
4. 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:-
	* 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).
	* Keep any information confidential between you and the person you report this to.
5. 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**

1. **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.

1. **What is Harassment, Intimidation and Bullying?**

**Definitions of Harassment, Intimidation and Bullying**

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| **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:1. unwanted physical contact, ranging from touching to sexual assault and rape;
2. 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;
3. 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.

1. 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.
2. 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.
3. 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:-
	* 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).
	* Keep any information confidential between you and the person you report this to.
4. 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 2 – IAPG CODE OF CONDUCT



**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) supports. 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; and
* 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; and
* 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.