



November 23<sup>rd</sup>, 2020

## MALARIA CONSORTIUM SOUTH SUDAN

### REQUEST FOR PROPOSAL (RFP) FOR REHABILITATION OF AWADA PHCC (OPD, DRUG STORE & ADMISSION WARD WARD) AWEIL CENTRE NBEG

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#### SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

##### A. Malaria Consortium

Malaria Consortium is one of the world's leading non-profit organizations dedicated to the comprehensive control of malaria and other communicable diseases in Africa and Southeast Asia. Malaria Consortium works with communities, government and non-government agencies, academic institutions, and local and international organizations, to ensure good evidence supports delivery of effective services, providing technical support for monitoring and evaluation of programs and activities for evidence-based decision-making and strategic planning. The organization works to improve not only the health of the individual, but also the capacity of national health systems, which helps relieve poverty and support improved economic prosperity.

Malaria Consortium is committed to obtaining a fair value for services received with a competitive price and timely delivery of the right quantities at the right quality.

##### B Administrative Information

- B1) It is the intent of this RFP to secure competitive proposals to select a Construction Company to Renovate Health facility in Awada PHCC Aweil NBEG.
- B2) All completed bids should be submitted by either email to [tenders@malariaconsortium.org](mailto:tenders@malariaconsortium.org) with the following reference in the subject: 'MC-SS-Aweil-11- Construction service, or submitted by hand delivery (in a sealed envelope) to the below address

**Malaria Consortium Juba Office**  
**Attention: Country Finance Manager**  
Plot#23, Goshen Building Juba, South Sudan

- B3) Bids must be received by ~~Tuesday~~ **8<sup>th</sup> Dec 2020 at 16:00 (4pm)**. Bids submitted after the deadline will **NOT** be accepted.

- B4) Questions must be sent by email to [tenders@malariaconsortium.org](mailto:tenders@malariaconsortium.org) with the following bid reference in the subject: 'MC-SS-Juba-11- Construction service-Question'

- B5) Malaria Consortium shall notify the winning bidders in writing. Malaria Consortium is under no

responsibility to release the identity or contract terms of the winning vendor.

- B6) The submitted proposal shall include the following information. Failure to supply all requested information or comply with the specified formats will disqualify the bidder from consideration.
- i) Signature to confirm compliance with Malaria Consortiums Policies (section F)
  - ii) Copy of valid business registration documents (proof of legal operation in South Sudan).
  - iii) Technical Proposal with the following details
    - a. Range and depth of company experience in handling construction projects.
    - b. At least three relevant client reference for similar contracts
    - c. Capacity and resources available to deliver, including
      - Numbers and locations within South Sudan of technical engineers and their relevant qualifications who are directly employed by the company
      - Number and sizes of similar contracts given to the company and have been accomplished in the last 3 years in South Sudan
      - Company details, and legal relationship with any subcontracts who would be used for this work
      - Provision of evidence of relevant insurance
    - d. Proposed Bills of Quantities (BOQs) for each renovation work
    - e. Proposed work plan, with start date on 14<sup>th</sup> Dec 2020. This work plan must include milestones per piece of work (OPD, drug store and Admission Ward) against which a payment schedule will be agreed in the final contract.
    - f. Acceptance of the proposed payment terms as per section D
  - iv) Pricing proposal in USD, with total cost estimated that covers the entire project.
- B7) Malaria Consortium reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of Malaria Consortium, and is not bound to accept the lowest priced bid submitted.
- B8) Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.
- B9) The award criteria shall be based on the proposals overall response and “value for money” while taking into consideration donor and internal requirements and regulations. The award will be determined by a committee of Malaria Consortium employees.
- B10) The successful vendor shall receive a contract for the period of the services required, which can be extended upon agreement of both parties.
- B11) The language for communications and required documents is English.

## **C Technical Requirements & Specifications**

Malaria Consortium requires Construction Company to rehabilitate OPD, Admission ward and drug store in Awada PHCC in Aweil Centre as defined below.

C12) Awada PHCC Roofing and ceiling of Admission Ward, OPD word and drug Store.

PHCC location in NBEG	County in Aweil	Facility name where health facility renovation will be constructed	Services required to be done at the facility.(PHCC)
Aweil Centre County		Awada PHCC Admision ward Size 7.5M X18M	<ul style="list-style-type: none"> <li>• Construction of roof</li> <li>• Construction of Ceiling</li> </ul>
		Awada PHCC OPD word Size 7.5MX 18M	<ul style="list-style-type: none"> <li>• Construction of roof</li> <li>• Construction of Ceiling</li> </ul>
		Awada PHCC Drug Store Size 7.5MX 18M	<ul style="list-style-type: none"> <li>• Construction of roof</li> <li>• Construction of Ceiling</li> </ul>

C13) Bidder MUST visit the location to ensure that costs are accurate.

C14) As per the payment terms this will be a fixed price contract with no additional funds available for contractors going over budget. Bidders must provide a fully costed 'Fixed Price' Bills of Quantities (BOQs) for the works to include all labour, materials, transport and other costs.

C15) The renovation must be finished by February 28<sup>th</sup> 2021 and bidders are expected to have sufficient resources on the ground to meet this deadline.

C16) The vendor will be responsible for insurance against relevant risks during construction.

C17) The vendor will be responsible for:

- Providing all building materials and man power for the completion of the project.
- Maintaining good relationship with the local and state authority during the construction process
- Updating Malaria Consortium designated staff who will be supervising the project on the progress of the Work.

C18) Malaria Consortium will be responsible for:

- Inspecting and supervision of the construction project in Aweil.
- Ensuring the contractor has the support of the local and state authority to effectively complete the project.
- Verifying that the quality of the work done is satisfactory and to the best standard as required.
- Verifying that the work is completed within the agreed time frame in the contract.
- Update the donor on the progress of the project.

## D Payment Terms

- D19) The contract with the winning bidder will be a fixed price contract, with the contractor liable for any additional costs which will not be covered by Malaria Consortium. Any non-completion of works by the agreed deadlines will incur penalty clauses, with a performance bond to support Malaria Consortium should any works not be completed.
- D20) A payment schedule will be agreed for each facility, with initial payments to enable the contractor to start work, stage payments for the work based on agreed milestones, payment on completion and a final payment 3 months after completion assuming no issues with the works. Final stage payments and values/percentages will be agreed in the final contract.

D21) Malaria Consortium will make payment 30 days after sign off stage works by Malaria Consortium. Sign off of stage works will require the contractor to submit a stage completion reports and invoice, following which Malaria Consortium will visit the site to assess the work, and if to an acceptable standard will complete a certificate of completion and sign off the stage payment.

D22) All payments shall be made in (United States Dollar) by bank transfer into a company bank account.

D23) The evaluation criteria as outlined in section E will be used to evaluate bids.

D24) the final contract will include penalty clauses for delayed completion against the agreed delivery schedule,

## E RFP EvaluationCriteria

For the proposal to be considered technically compliant, the proposer must achieve a minimum score of 50%. Proposals, which do not meet the minimum score will be given no further consideration. In addition, clarity and completeness of presentation will be considered during the evaluation.

<b>Evaluation Criteria</b>	
Compliance with Malaria Consortiums Policies (Section F)	Yes/No
Copy of Valid business registration documents (proof of legal operation in the country)	Yes/No
<b>Technical proposal</b>	
<ul style="list-style-type: none"> <li>• Range and depth of company experience in handling construction projects.</li> <li>• At least three relevant client reference for similar contracts</li> <li>• Capacity and resources available to deliver, including <ul style="list-style-type: none"> <li>○ Numbers and locations within South Sudan of technical engineers and their relevant qualifications who are directly employed by the company</li> <li>○ Number and sizes of similar contracts given to the company and have been accomplished in the last 3 years in South Sudan</li> <li>○ Company details, and legal relationship with any subcontracts who would be</li> </ul> </li> </ul>	45%

<p>used for this work</p> <ul style="list-style-type: none"> <li>○ Provision of evidence of relevant insurance</li> <li>● Proposed drawings and Bills of Quantities (BOQs) for each construction</li> <li>● Proposed work plan, with start and end dates (assuming work starts mid Dec 2020 and is finished by Feb 28<sup>th</sup> 2021 at the latest). This work plan must include milestones per piece of work (OPD, Store and Admission ward) against which a payment schedule will be agreed in the final contract.</li> </ul>	
<p><b>Financial Competitiveness</b></p> <ul style="list-style-type: none"> <li>● Fully costed BOQs in USD, including all material, labour, insurance and transport and other costs.</li> <li>● Acceptance of the proposed payment terms as per section D</li> <li>● Confirmation of ability to provide a construction performance bond, from a known bank or financial institute. The limit of the bond will be agreed between the winning bidder and Malaria Consortium during the contracting process.</li> </ul>	<b>55%</b>

**F Declaration by the Bidder:**

I/we, the Bidder, hereby confirm compliance with the following (which are attached to this RFP):

- Malaria Consortium Terms and Conditions of Purchase
- Malaria Consortium’s Anti-Bribery Policy
- Malaria Consortium’s Anti-Fraud and Anti-Corruption policy
- Malaria Consortium’s Safeguarding policy

I/we also confirm that Malaria Consortium may in its consideration of our offer, and subsequently, rely on the information provided in this document.

I (Name) \_\_\_\_\_ (Title) \_\_\_\_\_ am authorized to represent the above-detailed company and to enter into business commitments on its behalf.

**Company** .....

**Date** .....

# Malaria Consortium Terms and Conditions of Purchase

## 1 Definitions and Interpretation

These terms and conditions ("**Conditions**") form part of the contract between the supplier ("**Supplier**") and Malaria Consortium (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). Terms not otherwise defined herein shall have the meaning given to them in the applicable 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 each purpose 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 without the provision of prior notice 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 including in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, 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 and shall check its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List and comply with all regulatory requirements relating thereto.

3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Safeguarding and Anti-Bribery. **[Note: query whether these should be defined]**

## 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. **[Note: need to specify an Incoterm in the Purchaser Order if this is to work.]**

4.5 The Customer shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and 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 and the Supplier shall repay to the Customer any amount paid in relation to such Goods or Services.

## 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 or a breach of Clause 2.

## 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 without liability to the Supplier 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 the Supplier shall pay to the Customer any losses (including all associated costs, liabilities and expenses, including legal costs) incurred by the Customer as a consequence of such termination and/or breach 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 other similar bankruptcy process;
  - b) is in material breach of its obligations under the Contract; or
  - c) is in breach of any of its obligations and fails to remedy such breach within 14 days of written notice to remedy 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 ensure 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 the Supplier nor the Customer 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 and was not reasonably foreseeable at the date of the Order (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 Force Majeure Event prevents 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 in writing from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
- 10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

## **Anti-Bribery Policy**

### **1. Purpose and context**

Malaria Consortium's policy is to conduct its work in an honest and ethical manner. Malaria Consortium, wherever it operates, takes a zero-tolerance approach to bribery and is committed to ensuring that its employees act professionally, fairly and with integrity in all dealings wherever Malaria Consortium operates. This is to ensure that the organisation benefits from a valued reputation, and donor and partner and beneficiary confidence.

### **2. Principles**

Malaria Consortium is committed to implementing and enforcing effective systems to counter bribery.

### **3. Scope**

This policy applies to all individuals in the organisation, including trustees, senior managers, employees (whether permanent, fixed term or temporary), volunteers and interns, consultants, partners and any other person or organisation providing services to Malaria Consortium whether paid or unpaid.

All employees will be trained on this policy on joining the organisation as part of their finance induction. They will be asked to sign that have read, understood and agree to abide by its content. All other persons associated with the organisation will be informed of this policy through their contractual arrangements. For existing employees and associated persons the policy is to be communicated via the Country Director, the Regional Programmes Director in the regions and the Financial Controller in each country.

### **4. Definition and terms**

#### **What is a bribe?**

A bribe is a financial or other advantage offered or given:

- To anyone to persuade them to or reward them for performing their duties improperly or;
- To any public official with the intention of influencing the official in performance of their duties. This includes any form of gift or payment to an official in an attempt to speed up or complete a process quicker than usual. The size of the gift is irrelevant.

### **5. Implementation**

Any individual suspected of offering, promising or giving a bribe, requesting, agreeing to receive or accepting a bribe or bribing a public official will be investigated under the organisation's disciplinary policy and if found guilty will be dismissed for gross misconduct. For any contractor found to offer, promise or give a bribe or requested or agreed to receive or accept a bribe or bribing a foreign public official, will have their contract terminated immediately, all business dealings will cease and financial compensation will be sought and it will be reported to the authorities as required by the Act.

If any individual is confronted with a request to make a bribe, individuals are to present a copy or explain this Anti-Bribery Policy and must not agree to the bribe in any circumstances. All vehicles should carry a copy of the policy for this purpose.

#### **Gifts and hospitality**

This policy does not prohibit the giving and receiving of promotional gifts of low value and normal and appropriate hospitality. Low value gifts are defined as those below GBP 5.00 or currency equivalent. Gifts and hospitality may amount to bribery; therefore these must not be offered or given with the intention of persuading anyone to act improperly or to influence a public official in the performance of his duties. Any gifts or hospitality offered must be reported to the Country Finance Manager before acceptance and instruction given to the individual on whether or not the gift is to be accepted.

Any offer or promise must be documented, whether it is approved or not by the Country Finance Manager on the register of interest and gifts for the country. Malaria Consortium does not give out gifts, although within projects, some activities, such as low cost incentives to voluntary workers, may be acceptable. These must be within the original project and its budget as agreed with the



donor.

The register will be accessible by the Country Director, internal and external auditors and to regional and HQ staff performing checks on visits to the country.

#### **Facilitation payments and kickbacks**

Malaria Consortium does not make, and will not accept, facilitation payments or “kickbacks” of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official, for example to clear goods or persons through customs. Kickbacks are typically payments made in return for a business favour or advantage, for example, to reduce delivery time on goods and services. All employees must avoid any activity that may lead to, or suggest, that a facilitation payment or kickback will be made or accepted on behalf of Malaria Consortium.

#### **Donations**

Malaria Consortium does not make contributions of any kind to political parties.

#### **Financial Systems**

Malaria Consortium will keep financial records and ensure appropriate internal controls are in place to ensure there is an evidence trail for any payments made to third parties, in order to prevent corrupt payments taking place.

All expense claims relating to hospitality, gifts or expenses incurred to third parties must be submitted in accordance with the financial procedures and must specifically record the reason for the expenditure.

All accounts, invoices, memoranda and any other documents and records relating to dealings with third parties, such as clients, suppliers and other business contacts, must be prepared and maintained with strict accuracy and completeness. No accounts must be kept “off-book” to facilitate or conceal any payments.

#### **Whistle Blowing**

Employees are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage in accordance with Malaria Consortium’s Whistle Blowing Policy. Malaria Consortium will apply criminal and administrative sanctions in a robust manner to demonstrate a zero tolerance to bribery.

#### **Monitoring**

The effectiveness of this policy will be regularly reviewed by the Board of Trustees and internal control systems and procedures will be subject to audit under the internal audit

## Anti-Fraud and Anti-Corruption Policy

### **1. Purpose and context**

The aim of Malaria Consortium's fraud and anti-corruption policy is to minimise fraud through a series of measures, including clear policies and processes, regular internal and external audits and training for all staff.

### **2. Principles**

Malaria Consortium is committed to investigate any and all suspected acts of fraud, misappropriation or other similar irregularity. Detecting fraud and corruption is everyone's responsibility and if any incident or potential incident is discovered staff must report it immediately, as required by Malaria Consortium's whistle blowing policy.

### **3. Scope**

Malaria Consortium is committed to maintaining an untainted reputation with its donors, partners, beneficiaries and vendors. All Malaria Consortium employees and service providers are under obligation to maintain integrity in all actions and must avoid circumstances that compromise their decisions or actions. All employees must ensure that the ethical business practices and interests of the organisation are observed.

It is a major violation of Malaria Consortium's policies for employees or service providers to knowingly conceal, falsify or misrepresent a material fact relating to any transaction. Misrepresentation may include but is not limited to: signing for receipt of goods or services not yet received or completed, or altering any document to disguise or change the outcome, including the back-dating of documents. For employees proven violations will lead to disciplinary action up to dismissal from employment and legal action. For service providers proven violations will result in the immediate termination of their contract and the cessation of all business dealings.

### **4. Definition and terms**

Fraud is defined in the Uganda Act, as false representation, failure to disclose information or abuse of position, in order to make a gain for yourself or another or to cause or expose another to a risk of loss. Fraud covers an act of deception, bribery, forgery, extortion, theft, misappropriation, false representation, conspiracy, corruption, collusion, embezzlement, or concealment of material facts.

Anti-corruption: relates to the measures taken to eradicate or prevent dishonest or fraudulent conduct.

Both corruption and fraud amount to abuse and theft. Acts of fraud and corruption include, but are not restricted to:

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such as police officers requesting unofficial payments on road blocks
- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception
- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

## 5. Implementation

### Steps to mitigate occurrence

The organisation adopts the following anti-fraud measures to minimise its risk from fraudulent activity:

- Clear policies on the expected conduct of staff in the organisation, for example Anti-Bribery and Code of Conduct communicated as part of induction programme and updates staff in team meetings.
- Records and investigates all incidences including suspected and confirmed fraud, in line with MC Guidance on Conducting a Fraud investigation.
- Reports fraud to the police and to the Charity Commission.
- Implements robust controls and informs staff about the procedures and measures in place.
- Ensures records of all income and expenditure are kept and receipts, invoices and supporting documents are adequate.
- Checks that financial controls are not overridden, by-passed or ignored
- Reconciles bank accounts monthly and conducts spot checks
- Uses tiered delegated authority and signature levels for all payments
- Restricts and closely monitors access to sensitive information
- Implements an Internal Audit function reviewing processes and procedures on a risk basis
- Establishes clearly defined roles for staff that include segregation of duties

Malaria Consortium has a zero tolerance to fraud and corruption. Malaria Consortium will apply robust sanctions to combat fraud and corruption including disciplinary action and reporting suspected criminal activity to the police.

# Safeguarding Policy

## 1. Purpose and context

Malaria Consortium works with communities, governments, academic institutions, and local and international organisations, to ensure effective delivery of services. Our work often puts those that work for us in position of power in relation to children & vulnerable adults in the communities that we work with and we have an obligation not to abuse this power. Our capacity to ensure the protection of children & vulnerable adults depends on the ability of staff and partners to uphold and promote the highest standards of ethical and professional conduct.

Malaria Consortium has a strong commitment to the welfare of all beneficiaries and their protection from harassment abuse and exploitation to provide safeguards in all of our work with communities. Children and vulnerable adults in those communities can be at particular risk and, it is a collective responsibility to prevent abuse and exploitation.

In recognizing our responsibility to protect children and vulnerable adults from any harm that may be caused due to their coming into contact with the organisation, Malaria Consortium has developed a Safeguarding Policy, which outlines this commitment and its implications. This policy aims to deter, minimize and remove opportunities for abuse to occur and includes details of how any alleged breaches of the policy can be reported.

The Safeguarding Policy is accompanied by appendices containing reference information, guidelines, essential forms (e.g. Safeguarding Incident Reporting Form), and must be read in conjunction with its appendices and the [Code of Conduct](#), [Equal Opportunities Policy](#) and [Dignity at Work Policy](#).

This policy is aligned with general international standards including the United Nations Convention on the Rights of the Child. The organisation will comply with laws relating to human trafficking as set out in our [Modern Slavery Statement](#). While Malaria Consortium staff and partners will comply with local legislation, if the standards outlined in this policy are stronger than local legislation, then this policy is to be followed.

The Safeguarding Policy applies to all staff members; any failure to uphold the standards outlined within the policy may result in disciplinary action or dismissal, in accordance with Malaria Consortium's disciplinary procedures. All staff members and partners; trustees, consultants, contractors, volunteers, interns, partner agencies, sub-grantees, community workers and visitors to projects are expected to abide by this policy.

## 2. Principles

The Safeguarding Policy is committed and guided by the following set of principles:

### 2.1 Mandatory Compliance

Malaria Consortium staff members and partners must ensure they understand the Safeguarding Policy, their responsibilities and how to report any wrongdoing or concerns. This policy, and its accompanying appendices are mandatory for all Malaria Consortium staff and partners and no exceptions will be made.

Malaria Consortium complies with reporting requirements from donors and relevant bodies on Safeguarding and Human Trafficking concerns.

### 2.2 Upholding of Protection Rights

- All children and vulnerable adults have equal rights to protection from harm. They should be empowered to understand their rights in this area, and made aware of what is acceptable and what they can do if there is a problem or concern.
- Everybody has a responsibility to support the protection of children and vulnerable adults.
- Organisations have a duty of care to children and vulnerable adults with whom they work, are in contact with, or who are affected by their work and operations.

- If working with partners, organisations have a responsibility to help any partner meet the minimum requirements on protection.
- The Human Rights of children and vulnerable adults will be respected and everyone the organisation comes into contact with will be treated with respect and dignity regardless of age, disability, gender, civil status, race, religion or belief; gender and sexual orientation.
- No form of discrimination, harassment, or abuse (physical, sexual or verbal), intimidation or exploitation is acceptable.
- The best interests of the child or vulnerable adult will guide safeguarding decisions.

### 2.3 Zero Tolerance of Abuse and Exploitation

- Malaria Consortium operates a zero tolerance approach to abuse and exploitation. [Under no circumstances will any abuse by Malaria Consortium staff and partners be tolerated, and any instances will be dealt with according to Malaria Consortium disciplinary procedures and referred to local authorities].
- The organisation is open and transparent. Safeguarding concerns will be raised and discussed, poor practice and inappropriate behaviour will be challenged and addressed, and safeguarding measures will be continuously reviewed and strengthened to ensure the organisation remains accountable to children and vulnerable adults.
- Managers have a particular responsibility to uphold the highest standards, to set a good example, and to create a working environment that supports and empowers staff. They have a responsibility to understand and promote the policy. They must do all they can to prevent, report and respond appropriately to any concern or potential breaches of the policy.
- Zero tolerance of inappropriate behaviour applies whether a proven incident happen in or out of working hours.
- Malaria Consortium safeguarding approach prevails in all the stages of our operations, projects and activities, thus ensuring the organisation does not harm children and vulnerable adults.

### 3 Scope

The policy applies to all staff and partners: Trustees, consultants, contractors, volunteers, interns, partner agencies, sub-grantees, community workers and visitors to projects. In this policy “Staff Members” is taken to refer to all these categories.

### 4 Definitions and terms

The following definitions will be used throughout the policy. Further definitions can be found in **Appendix I**.

**Child:** This policy regards a child as anyone under the age of 18 years, irrespective of alternative local definitions.

**Protection:** Protection includes ensuring that individual basic human rights, welfare and physical security are recognised, safeguarded and protected in accordance with international standards.

**Safeguarding:** safeguarding is the combination of policies and actions undertaken to protect children and vulnerable adults by mitigating risks, responding to and referring cases, to ensure no harm as a result of association with the organisation.

**Sexual exploitation:** Is the abuse of vulnerability, differential power, or trust for sexual purposes; this includes profiting monetarily, socially or politically from the sexual exploitation of another. Prostitution, human trafficking for sexual abuse, modern slavery and exploitation are only some examples of this.

**Vulnerable adult:** is defined as someone over the age of 18 unable to take care of themselves / protect themselves from harm or exploitation; or who, due to their gender, mental or physical health, disability, or as a result of disasters and conflicts, are deemed to be at risk of being abused.

### 5 Implementation

Malaria Consortium will work to reduce the risk of abuse and exploitation of children and vulnerable adults by staff and partners by following the procedures outlined below.

For each country where Malaria Consortium operates, the Country Director will act as the Safeguarding Focal point. For the UK office, the focal point will be the HR Director. The Safeguarding focal point will serve as the first point of contact for any safeguarding concerns and support staff in understanding Malaria Consortium's safeguarding responsibilities. There is a designated Trustee that acts as the organisation's Safeguarding Focal Point who oversees the implementation of this policy.

## 5.1 Prevention

### 5.1.1 Risk Assessment and Programme Design

Malaria Consortium will design programmes in a way which takes into account potential risks to children and vulnerable adults, and acts to minimise any identified risks. Risks can be intended or unintended, and can be from Malaria Consortium staff, volunteers, vendors, or others associated with the organisation. Risks can also be incidental, such as an activity in which mothers are expected to leave their children at home unattended. Malaria Consortium incorporates safeguarding into any standard risk assessment it conducts when designing a new project (see **Appendix III, Safeguarding Risk Assessment Checklist**). All projects approved will be assessed for their potential risks to children and vulnerable adults, and mitigation strategies developed. Project managers will be responsible for conducting a safeguarding risk assessment for each of their projects, and ensuring the policy is implemented at all times.

On completion of the **Safeguarding Risk Assessment Checklist (Appendix III)**, the project/programme manager must liaise with the Country or Regional Director (as Safeguarding Focal person) to discuss risks and scores and a risk level must be agreed for job descriptions, please see **Malaria Consortium Safeguarding Risk Levels (Appendix II)**. The Country or Regional Directors are responsible for ensuring that all job descriptions reflect the level of risk for each role and the actions that should be taken to mitigate the risk are written and approved and signed by the Regional Programmes Director and the Human Resource Director. The allocation of the right risk level of a particular job description will be assessed as part of the job evaluation process.

### 5.1.2 Recruitment and Selection

The organisation has in place guidelines covering the recruitment process of all staff, which can be found in the [Recruitment Policy and Procedure](#). The recruitment guidelines will be reviewed and updated regularly to ensure that they accurately reflect 'safe recruiting' and screening standards.

### 5.1.3 Checks

Malaria Consortium's recruitment policy requires that at least two independent references are received, one of which must be the most recent employer. All staff hired by the organisation will be required to complete a self-declaration regarding criminal convictions. Where possible, the organisation undertakes Disclosure Barring Service (DBS) checks, or local security checks where they exist and the organisation is legally allowed to request this information

### 5.1.4 Induction and Training

The organisation includes Safeguarding as part of the Induction and provides training for all staff (and those associated with the organisation's work) in order to ensure they are fully aware of their responsibilities to: protect children and vulnerable adults; behave appropriately; and report concerns or allegations about exploitation and abuse. Malaria Consortium will conduct refresher training for all staff in the [Safeguarding Policy](#) at least every two years. The Project or Programme Manager will be responsible for introducing the policy to beneficiary communities, both in writing and orally.

### 5.1.5 Informing Communities and receiving complaints

Each Malaria Consortium office location or project should inform communities on the conduct to expect of staff and partners of the Malaria Consortium. Considerations should be made as to how community members, including children, can raise concerns over inappropriate behaviour by staff. This could include comment boxes, regular announcements to communities in verbal, or written form, ensuring the **Safeguarding Behavioural Guide (Appendix IV)** is translated into all relevant languages and available in illustrative, low-literacy and/or a child-friendly format where

possible.

### 5.1.6 Regulation of Communications – Use of Images and Children and Vulnerable Adults Information

Malaria Consortium recognises that children and vulnerable adults can be unintentionally put at risk through images, video, or other documentation and images. In order to minimise any risk to children, Malaria Consortium will ensure that the organisation's [Photography and Film Guidelines](#) are strictly followed. All project managers are responsible for reviewing photography and film captured during the course of their project, before they are used in the public domain, for any potential breach of the [Safeguarding Policy](#). If in doubt about a certain image, all staff should clear any materials involving children with the Head of External Relations.

### Social media

Malaria Consortium recognises that there are certain risks particular to children and vulnerable adults, which can be posed by staff using work photos on their personal social media sites. For this reason, no staff member, volunteer, trustee, agency, company or consultant employed by Malaria Consortium will not post photos relating to the organisation's activities, on personal social media sites such as Facebook, Twitter, Instagram, without the express permission of the person whose photo has been taken. This permission must be captured in line with Malaria Consortium guidelines on filming of children and vulnerable adults in the [Photography and Film Guidelines](#). Any photo or film taken for promotional purposes or project reporting must have informed consent from the contributor/s, obtained and recorded using the organisation's [Media Consent Form](#).

## 5.2 Responsibilities

### 5.2.1 Staff and Partners

Part of safeguarding children and vulnerable adults is ensuring that all Malaria Consortium staff and partners understand clearly the behaviour that is expected of them when they come into contact with children and vulnerable adults. All staff and partners working in or visiting Malaria Consortium Programmes are expected to read and adhere to the [Safeguarding Behavioural Guide](#) in [Appendix IV](#).

As well as adhering to the organisations [Code of Conduct](#), all staff and those associated with the work of Malaria Consortium are expected to work within the standards outlined below. These Standards are intended to serve as an illustrative guide for staff to make ethical decisions in their professional lives, and at times in their private lives. While acknowledging that local laws and customs may differ from one country to another, these measures are based on international standards:

- Treat all children & vulnerable adults (and all beneficiaries) fairly and with respect & integrity and to be aware of the power that they can have over beneficiaries by virtue of their engagement with Malaria Consortium.
- Act in a way that seeks to care for and protect the rights of children & vulnerable adults and ensure that their best interests are paramount.
- Safeguard and make responsible use of information and resources. This includes the exercise of due care in all matters of official business, and not divulging confidential information about beneficiaries.
- Uphold the integrity of the organisation, by ensuring that personal and professional conduct is, and is seen to be, of the highest standard.
- Report any abuse by a staff member, consultant, volunteer, intern or partner to the Director or Human Resources and other appropriate authorities.
- Ensure that another appropriate adult is present when working in the proximity of children or vulnerable adults.
- Never engage in any exploitative relationships – sexual, emotional, financial or employment-related – with a beneficiary. This is regardless of the local age of consent, i.e., the local or national laws of the country. Failure to report such a relationship may also lead to disciplinary action.
- Refrain from any involvement in criminal or unethical activities that contravene human rights.
- Follow the guidelines when photographing or filming a child or vulnerable adults.

- Never shortcut safe recruitment procedures

### 5.2.2 Management responsibilities

This Safeguarding Policy and accompanying Appendices are approved by the Board of Trustees of Malaria Consortium. The Global Management Group (GMG) oversees implementation of the policy at a global level. Regional Directors and Country Directors are responsible for ensuring that regional and country programmes are fully implementing the Safeguarding Policy.

## 5.3 Reporting

### 5.3.1 Incident Reporting

It is mandatory for any allegation, belief about or suspicion of, abuse, neglect or exploitation of a child or vulnerable adult by a Malaria Consortium staff member or partner to be reported immediately to the HR Director (or, in their absence, to the Chief Executive). The reporting may come via the Country Director if it is more practicable to do so and the line manager of any member of staff accused should be kept informed.

If a beneficiary (including a child or vulnerable adult) or their carer reports an incident, they must be taken seriously and listened to carefully. Once an allegation is made there should be an immediate response that protects them from further potential abuse or victimisation. Where appropriate, the family/carers of the victim should be informed of the allegation and action proposed and they should be consulted where possible as to the process to be followed. This process will be led by the Country or Regional Director, in close liaison with the HR Director.

The procedure for reporting concerns can be found in section 6 of this document. Incidents should be detailed in the **Safeguarding Children and Vulnerable Adults Incident Reporting Form (Appendix V)**. Beneficiaries should report their concern to a representative of the organisation and this employee will follow the internal procedure as stated in section 6.

### 5.3.2 Confidentiality of reporting

Reported breaches to the Safeguarding Policy will be kept confidential, and information shared only with relevant individuals. For internal cases, the following parties are likely to be informed: the HR Director, Internal Audit Manager, Chief Executive, and the Board of Trustees. Donors will be informed where there is a mandate to do so and, Trustees will report serious incidents to the Charity Commission. The name of the reporting staff member will be protected under Malaria Consortium's [Whistleblowing Policy](#), the name of the child or vulnerable adult, their family, and community involved will be kept strictly confidential, and divulged only when absolutely necessary, and then only to relevant individuals.

### 5.3.3 External incidents

There may be cases when Malaria Consortium staff, volunteers and others come across incidents of abuse or exploitation which may be committed by someone not connected with Malaria Consortium, at times within beneficiary communities and at other times in the broader community. Such incidents do not constitute a breach of the Safeguarding Policy, as they have not been perpetrated by a Malaria Consortium staff member or other person or entity associated with Malaria Consortium. However, as children and vulnerable adults are beneficiaries in the communities in which Malaria Consortium works, and the health and wellbeing is of paramount concern, staff members have a moral obligation not to ignore external cases, but report to the Country Director. The Country Director will be responsible for referral to an external agency or service provider as appropriate and will also notify the HR Director and Chief Executive. There are also formal processes under USAID funding for incidents to be reported.

## 5.4 Breaches

Any reported breaches of the Safeguarding policy will be ultimately reported to the Chief Executive who will then inform the Board of Trustees.

### 5.4.1 Investigation

Any alleged breach of the Safeguarding policy will be investigated and dealt with under the Malaria Consortium



**Disciplinary Policy and Procedure.** Investigations will differ depending on the type and severity of the concern, but at a minimum will:

- Have one person who will receive and follow up on concerns (the Country Director or HR Director), and support the investigation.
- Ensure that the Country or Regional Director / HR Director receives the report within 24 hours of the incident occurring or being raised.
- Maintain at all times confidentiality of the alleged offender, the whistle blower, the child or vulnerable adult, their family and community (refer to Malaria Consortium [Whistleblowing Policy](#)).
- Cooperate with local and international authorities, including but not limited to, police in any criminal investigation, keeping in mind the best interests of the child or vulnerable adult and their family.

#### 5.4.2 Disciplinary measures

Where an investigation involving a member of staff finds there is a case to answer, the employee will be invited to a disciplinary hearing in line with the [Disciplinary Policy and Procedure](#). If upheld, the disciplinary sanction will vary with the severity of the breach, and will always be applied using the best interests of the child or vulnerable adult. If the disciplinary hearing finds gross misconduct has taken place, the staff member will be immediately terminated. For less severe breaches, Malaria Consortium will employ various responses ranging from verbal warning, written warning, refresher training and referral to counselling, or a review of current job responsibilities.

#### 5.4.3 Procedures for criminal breaches

If it is suspected that the breach is criminal in nature, local authorities will be contacted by the Country Director, taking into account what is in the best interests of the child or vulnerable adult and the safety of their family and community. The member of staff or partner will be suspended or removed from contact with children or vulnerable adults. Where it is required by a donor, they should be informed of criminal breaches within the time-frame specified.

### 5.5 Monitoring and Review

Implementation of this policy and procedure will be reviewed at the local level on an annual basis. If political, security, or programme changes warrant a more frequent review, this is the responsibility of the Country Director, with support from HQ.

Implementation will be monitored through regular field project visits. Monitoring of risks to children and vulnerable adults, risk mitigation, and the effectiveness of safeguarding measures will be incorporated in the existing Malaria Consortium Quarterly Country Risk Register. This Safeguarding Policy will be reviewed every two years, unless changes in programme, political or security situation warrant earlier action.

#### Appendix I: Safeguarding Definitions

The following definitions explain terms used throughout the policy.

**Child labour:** The term “child labour” is often defined as work that deprives children of their childhood, their potential and their dignity, and that is harmful to physical and mental development. It refers to work that:

1. Is mentally, physically, socially or morally dangerous and harmful to children; and
2. 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.

**Child Pornography:** In accordance with the UNCRC Optional Protocol to the Convention on the Rights of the Child, ‘child pornography’ means ‘any representation, by whatever means of material, of a child engaged in real or simulated explicit sexual activities or any representation of the sexual parts of a child for primarily sexual purposes.’

**Child Protection:** In its widest sense, child protection is a term used to describe the actions that individuals, organisations, countries and communities take to protect children from acts of “harm” maltreatment (abuse) and exploitation e.g., domestic violence, exploitative child labour, commercial and sexual exploitation and abuse, deliberate exposure to HIV or other infections and physical violence. It can also be used as a broad term to describe the work that organisations undertake in particular communities, environments or programmes that protect children from the risk of harm due to the situation in which they are living.

**Discrimination:** Discrimination includes the exclusion of, mistreatment of, or action against an individual based on social group, race, ethnicity, colour, religion, gender, sexual orientation, age, marital status, national origin, political affiliation or disability.

**Duty of Care:** Duty of Care is a common law concept that refers to the responsibility of the organisation and individual to provide children with an adequate level of protection against harm. It is the duty of the organisation and its individuals to protect children from all reasonably foreseeable risk of or real injury.

**Emotional abuse:** Emotional abuse occurs when a child or vulnerable person is repeatedly rejected or frightened by threats. This may involve bad name calling, persistent shaming, constant criticism, solitary confinement and isolation, humiliation, or continual coldness from parent or caregiver, to the extent that it affects the child’s physical and emotional growth.

**Gender Based Violence:** The term “gender-based violence” refers to violence that targets individuals or groups on the basis of their gender. The United Nations’ Office of the High Commissioner for Human Rights’ Committee on the Elimination of Discrimination against Women (CEDAW) defines it as “violence that is directed against a woman because she is a woman or that affects women disproportionately”, in its General Recommendation 19. This does not mean that all acts of violence against a woman or a girl child are gender-based violence, or that all victims of gender-based violence are female.

**Grooming:** Refers to behaviour that makes it easier for an offender to procure a child for sexual activity. For example, an offender might build a relationship of trust with the child, their family or their community, and then seek to sexualise that relationship (for example by encouraging romantic feelings or exposing the child to sexual concepts through pornography). Grooming often involves normalizing their behaviour to everyone, not only the child, and can also involve bestowing gifts, favours or money on the child, their family, and/or the community.

**Internal concerns:** are those where persons covered by the policy are the alleged perpetrators. External concerns are abuses which would usually be considered criminal under local legislation, and perpetrated by persons not described in the scope of this policy. In situations where local legislation may be weaker than this policy and the **Safeguarding Behavioural Guide (Appendix IV)**, staff are obliged to abide by this policy, keeping in mind at all times the best interests of the child or vulnerable adult.

**Location:** For the purposes of this policy, “location” refers to any office or place where three or more Malaria Consortium staff are permanently based.

**Neglect:** Neglect is the persistent failure or the deliberate denial to provide a child with clean water, food, shelter, emotional support or love, sanitation, supervision or care to the extent that the child’s health and development are placed at risk.

**Online grooming:** The act of sending an electronic message with indecent content to a recipient, who the sender believes to be a child, with the intention of procuring the recipient to engage in or submit to sexual activity with another person, including but not necessarily the sender.

**Partners:** For the purposes of this policy, ‘partners’ refers to Malaria Consortium Trustees, volunteers, community workers, interns, consultants, contractors, partner agencies, sub-grantees and visitors to projects.

**Physical abuse:** Physical abuse occurs when a person purposefully injures or threatens to injure a child or vulnerable person. This may take any form of physical treatment including but not limited to slapping, punching, shaking, kicking, burning, shoving or grabbing. The injury may take any form including but not limited to bruises, cuts, burns or fractures.

**Safe Environment:** A child/vulnerable adult-safe environment is one where active steps are taken to reduce risks of harm against, and there are clear, established guidelines and procedures for conduct, reporting abuse and follow-up.

**Safeguarding Focal Person:** The Safeguarding Focal Person for Malaria Consortium will be the Country or Regional

Director who will serve as the first point of contact for any safeguarding concerns and support staff in understanding Malaria Consortium's safeguarding responsibilities.

**Sexual abuse:** Sexual abuse is actual or threatened physical intrusion of a sexual nature, including inappropriate touching, by force or under unequal or coercive conditions. Examples of this include the use of a child for sexual gratification by an adult or significantly older child or adolescent. Sexually abusive behaviours can include physically touching genitals/body, masturbation, or penetration, voyeurism, exhibitionism, and exposing the child to, or involving the child in, pornography.

**Sex tourism:** Tourism, usually by individuals or groups from developed countries to poor or developing countries, for the specific purpose of accessing children or adults in those countries for commercial sexual exploitation purposes.

**Sex trafficking:** The movement of children or adults from one place to another, usually with the exchange of money, for the purpose of involving those children or adults in commercial sex work or for other sexual exploitation, such as forced marriage.

**Survivor:** The person who has been abused or exploited. The term "survivor" is often used in preference to "victim" as it implies strength, resilience and the capacity to survive, however it is the individual's choice how they wish to identify themselves.