INVITATION TO TENDER FOR SAVE THE CHILDREN INTERNATIONAL

GLOBAL

4th November 2022

FOR HEALTHCARE COMMODITIES

(v.010721)

Date:	4th November 2022
Invitation to Tender (ITT) Reference No:	ITT-EHU-SCI-2022-001 - Health Commodities

Dear Sir/Madam,

Save the Children International (SCI) invites you to tender for the provision of pharmaceuticals, bio-medical equipment, medical equipment and consumables, laboratory and diagnostics, sterilisation equipment and consumables, waste management products, hospital furniture, PPE and Linen. You may complete the tender for some, or all of the products listed. Suppliers are not expected to be able to provide all the items required and final bids may lead to the awarding of a number of contracts. This tender pack has been specifically created to provide you with all the information required to understand SCI's requirements, and complete a response to the tender, should you wish.

Below is a summary of all the information included in the tender pack (you can use the hyperlinks to navigate the document:

- **Part 1: Invitation to Tender Document**
  1) Introduction to SCI
  2) Project Overview and Requirements
  3) Award Criteria
  4) Instructions & Key Information

- **Part 2 : Core Requirements and Specification**
  - Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.

- **Part 3 : Bidder Response Document**
  - A template to be used to submit your response to this Invitation to Tender.
  - Includes the Terms & Conditions of Bidding.

- **Part 4 : Appendices**
  - Appendix 1 – Terms and Conditions of Purchasing
  - Appendix 2 – Supplier Sustainability Policy
  - Appendix 3 – Bidder Response Document
  - Appendix 4 – Product List
  - Appendix 5 – Quality Technical Agreement
  - Appendix 6 - Sample Frame Work Agreement
  - Appendix 7 - Emergency Health Unit Field Hospital Overview
  - Appendix 8 - Checklist

Responses should be submitted no later than 23:45 on 25/11/2022, using the guidance in the Bidder Response Document provided in Part 3 of this tender pack and completing Appendix 3, 4 and 8. For further guidance on how to submit your response, please follow the instructions detailed here.

Queries should be directed to ruth.kidd@savethechildren.org

We look forward to receiving your response.

Ruth Kidd
Humanitarian Supply Chain Manager – Emergency Health Unit

PART 1 – INVITATION TO TENDER

1. INTRODUCTION TO SAVE THE CHILDREN

SCI is the world's leading independent organisation for children. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

Our Vision – a world in which every child attains the right to survival, protection, development and participation.

Our Mission – to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

We do this through a range of initiatives and programmes, to:

- Provide lifesaving supplies and emotional support for children caught up in disasters like floods, famine and wars.
- Campaign for long term change to improve children's lives.
- Improve children's access to the food and healthcare they need to survive.
- Secure a good quality education for the children who need it most.
- Protect the world's most vulnerable children, including those separated from their families because of war, natural disasters, extreme poverty or exploitation.
- Work with families to help them out of the poverty cycle so they can feed and support their children.

The Emergency Health Unit (EHU) was established in 2015 as a dedicated humanitarian operational capability within Save the Children (SC). It consists of experienced multidisciplinary and operational technical teams that are internationally mobile and who can provide timely, high quality health interventions in some of the hardest places to work, where the needs for children are the greatest.

In 2018, the EHU developed a dedicated field hospital capability in recognition of the unmet needs by actors delivering secondary and primary level care during humanitarian responses. The focus of the field hospital is on the provision of specialist Maternal, New-born and Child Health care, which complements their already pre-existing primary health care capability. The field hospital can provide inpatient care for mothers, newborns, and children, with a specialist emergency obstetric surgical capability, alongside emergency and outpatient care, and disease outbreak isolation and care. In addition, the EHU Field Hospital is currently in the process of becoming a registered EMT (Emergency Medical Team) under the WHO EMT initiative.
For more information on the work we undertake, please see Appendix 7 - Emergency Health Unit Field Hospital Overview.

2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 DEFINITIONS

Physical Stocks
Stocks purchased and held by Save the Children in their own warehouses, ready to deploy, such as hospital furniture, equipment, medical instruments, linen etc.

Virtual Stocks
Agreed quantities of stocks that are kept available for Save the Children, that suppliers own, hold and rotate to ensure against stock wastage and expiries. Upon placement of purchase order, these stocks are packed according to SCI requirements within an agreed timeframe.

Supplier Held Stocks
Pre-paid stocks that suppliers hold ready packed according to Save the Children requirements. These stocks have all their paperwork in place to support rapid transportation and customs clearance.

2.2 PROJECT OVERVIEW

Save the Children is launching a global tender for healthcare commodities to support their Emergency Health Unit's ready-to-deploy 25 bed field hospital and primary health care facility. This field hospital is designed to provide acute lifesaving services when healthcare systems are overwhelmed, have been destroyed, or are inaccessible. Depending on the crisis and children's needs, the field hospital will provide emergency care, maternity and outpatient facilities which can be deployed as a specialist 24/7 maternal, new born and child hospital, or as an isolation and treatment centre during outbreaks of infectious diseases such as cholera, measles or COVID-19.

The field hospital may deploy anywhere in the world to provide primary and secondary healthcare needs for affected populations. The field hospital will be fully self-sufficient for a period of 90 days, including all infrastructure, medical equipment and consumables, and pharmaceuticals.

Save the Children may deploy through the World Health Organisation and must comply with WHO requirements to deploy within 72 hours. Save the Children is looking for suppliers who can supply initial stocks to deploy rapidly, with a capacity to provide follow on stocks quickly to avoid stock outs in the field.

Please see below a summary of the requirements for which Save the Children invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications / drawings etc.) can be found in Part 2 (Core Requirements & Specifications) of this Tender Pack.

Item	Description
Country	*Global*
Description of goods or services	*Healthcare Commodities*
Duration	*3 Years*
Agreement Type	*SCI wishes to enter into an agreement with bidder that outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a 'Framework Agreement or FWA'. SCI makes*

	no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.

3. AWARD CRITERA

SCI is committed to running a fair and transparent tender process and ensuring that all bidders are treated and assessed equally during this tender process.

Bidder responses are evaluated against five categories of criteria: Essential Criteria, Quality Criteria, Capability Criteria, Sustainability Criteria and Commercial Criteria.

These criteria have been especially created to help SCI determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

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 tender process. This criteria is scored as Pass or Fail and will not be evaluated against capability, quality and commercial criteria. (See Appendix 3 - Section 2 - Essential Criteria)

QUALITY CRITERIA

These are criteria will used to evaluate the bidders' quality assurance system and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Quality Criteria, which will have been created by a committee of representatives from SCI. (See Appendix 3 - Section 3 - Quality Questions)

CAPABILITY CRITERIA

These are criteria will used to evaluate the bidders' 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. (See Appendix 3 - Section 4 – Capability Questions)

SUSTAINABILITY CRITERIA

These criteria will be used to evaluate the sustainable competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Sustainability Criteria, which have been created by a committee of representatives from SCI. (See Appendix 3 - Section 5 – Sustainability Questions)

COMMERCIAL 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. (See Appendix 4 - Section 6 – Commercial Questions)

All Criteria will be weighted accordingly to reflect their importance. The Quality Criteria will account for 30%, the Capability Criteria will account for 40%, the Commercial Criteria will account for 20% and the Sustainability Criteria will account for 10% of the score.

4. BIDDER RESPONSE DOCUMENT

To ensure bidders provide all the required information for SCI to be able to effectively evaluate bidders' bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

A copy of the Bidder Response is provided in Part 3 of this document, and Appendices 3, 4 and 8 of this Tender Pack must be completed and returned.

5. GOOD DISTRIBUTION PRACTICE SITE VISIT

Following the technical evaluation of the Award criteria as described in section 3 above, the SCI office will conduct a Good Distribution Practice (GDP) Site Visit to those suppliers that have passed the award criteria and have been selected as potential suppliers that SCI wishes to engage a long-term arrangement with.
The purpose of this site visit checklist is to a physical check in order to evaluate suppliers against internationally recognized Quality Assurance standards.

6. VETTING

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Save the Children. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision has been made. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), SCI may reverse their award decision.

7. BIDDER INSTRUCTIONS

7.1 TIMESCALES

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

Activity	Date
Issue Invitation to Tender	04/11/2022
Deadline for questions from Bidders	18/11/2022
Deadline for SCI to respond to questions from Bidders	22/11/2022
Deadline for Return of Bids	25/11/2022
Bid Opening held on	28/11/2022
Bid Clarifications with suppliers	05/12/2022
Technical evaluation of bids	07/12/2022
Financial evaluation of bids	08/12/2022
Approval of Competitive Bid Analysis by Procurement Committee	09/12/2022
Due diligence visit to potential suppliers	TBC
Final negotiations and contract award	12/12/2022 – 17/01/2023
Award Contact	20/01/2023
Go Live	23/01/2022

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, SCI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

7.2 DOCUMENTATION FOR SUBMISSION

Bidders wishing to submit a proposal to this Invitation to Tender **must** use the Bidder Response Document templates in **Appendix 3, 4 and 8** of this Tender Pack. Any bids received using different formats will not be accepted.

Appendix 3 – Bidder Response (Excel). This spreadsheet has multiple tabs. Please complete all sections. For questions not relevant to your bid, please state N/A.

Appendix 4 – Product List (Excel). This spreadsheet must be populated with all relevant information. Please note there are multiple tabs for different categories. Please complete all that are applicable for your company. This document must be submitted in Excel format.

Appendix 8 – Checklist (Word). This document contains a checklist to help bidders ensure they have completed all sections required and submitted all the necessary supporting documentation. Bidder's must sign the statement at the end.

These documents have been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response documents are linked to the Essential, Quality, Capability, Commercial and Sustainability Criteria, which will be used to evaluate the quality of the bids received.

Within Part 3, the Bidder Response Document instructions are provided on how to complete the documents and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Appendix 8 to confirm that the bidder response is accurate and can be relied upon.

7.3 SUBMISSION OF BIDS

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void**.

Bids can be submitted electronically:

Electronic Submission via ProSave

- Submit your response in accordance with the guidance provided in the below document:

Bidding on a Sourcing Event v2_f

Electronic Submission

- An email containing a copy of the bid:
    a. Email should be sent to ITT-EHU-SCI-2022-001@savethechildren.org
    b. Email should be addressed to Ruth Kidd. Please note – this email box is a sealed tender box, DO NOT SEND QUESTIONS related to this tender to this email address.
    c. The subject of the email should be "Invitation to tender ITT-EHU-SCI-2022-001 - Health Commodities Bidder Response – 'Bidder Name', 'Date''
    d. All documents should be clearly labelled so it is clear to understand what each file relates to.

e. Email size should not exceed 15mb – if this limit is breached bidder should split the submission into two emails.
f. Do not copy other SCI email addresses into the email when you submit it as this may invalidate your bid.

7.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received at the specific email address, no later than **23:45 on 25th November 2023.** Bids submitted after the close of the submission deadline will not be considered.

All Bids must remain valid and open for consideration for a period of not less than 90 days from the Closing Date.

7.5 KEY CONTACTS

Should you have any questions about Save the Children, this invitation to tender or anything related to this document, please contact the Save the Children contact detailed below. Enquiries should be submitted in writing via email / mail.

Ruth Kidd
Humanitarian Supply Chain Manager – Emergency Health Unit
Save the Children
ruth.kidd@savethechildren.org

Please be advised working hours are 09:00 – 17:00 GMT

Please allow up to 3 days for a response.

Where the enquiry may have an impact on other parties within the process, Save the Children will notify all other Bidders to maintain a fair and transparent process.

Please do not submit any questions to the email address used for tender submissions – this is a sealed mailbox and questions will not be read and will receive no response.

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

1. INTRODUCTION TO HEALTH COMMODITES AT SAVE THE CHILDREN

Save the Children's Emergency Health Unit owns and manages a ready-to-deploy 25 bed field hospital that is able to deploy anywhere in the World within 72 hours and is self-sufficient for 90 days. This includes infrastructure, medical and laboratory equipment, consumables and pharmaceuticals.

Dependent on the type of emergency, the hospital may respond to primary health care needs, surgical obstetrics, pre and post-natal care, cholera treatment, or isolation and treatment for disease outbreaks. It is expected that the field hospital will deploy once per annum.

Save the Children International (SCI) would like to minimise wastage from the physical storing of stocks in their warehouses that do not rotate frequently. To mitigate this SCI would like to hold framework agreements with suppliers that can supply pharmaceuticals and consumables at short notice.

2. SPECIFIC REQUIREMENTS

Save the Children International is seeking suppliers for a variety of healthcare commodities, including pharmaceuticals, consumables and medical equipment. These are divided into groups, which may ultimately result in separate contracts, or amalgamated into one contract depending on the offers from Bidders.

The groups are as listed below, with full contents of each in the worksheet 'Pharmaceutical Tender Appendix 4: Product List'. They include items regularly bought by Save the Children; however, they do not represent an exclusive list and contracted suppliers may be required to supply other items. Bidders are requested to indicate in the Pharmaceutical Tender Response which groups they wish to bid for (refer to Appendix 4– Product list).

The following table provides indicative spend on each medical sub category, calculated based on current and historical spend. This is for information purposes only and it should be noted that annual spend may increase or decrease for the duration of the Framework Agreement offered under this Tender:

Medical Sub Category	Estimated Spend per year (USD)
Pharmaceuticals	$130,000
Medical Equipment and Consumables	$235,000
Bio-medical Equipment	$140,000
Laboratory and diagnostics	$100,000
Hospital furniture	$55,000
Waste Management	$7,000
Linen & PPE	$22,000
Sterilisation	$7,000
Non – Medical	$2,000

Save the Children aims to procure healthcare commodities that meet international standards for quality, obtained from suppliers that can assure the quality of their products in line with WHO's Good Manufacturing Practices (GMP) and Model Quality Assurance System for Procurement Agencies (MQAS).

Save the Children requires that all products with expiries, upon dispatch, must have a remaining shelf life of at least 2 years. For products with a shelf life of less than two years at time of manufacture, at least 75% of the life must be remaining

3. PRODUCT REQUIREMENTS AND SPECIFICATIONS

See Appendix 4 – Product List and detailed required information

CATEGORY	MINIMUM INFORMATION TO BE PROVIDED	OPTIONAL INFORMATION TO BE PROVIDED
MEDICAL	Availability Product Name Pack Sizes Unit of Measure Unit price Quality Certificates Held in Stock Approx. lead times Minimum Order Quantities	Alternative Products

See Appendix 4 – Medical Product List and detailed required information

4. ADDITIONAL INFORMATION

Below are Save the Children's specific quality assurance requirements for procurement agencies, distributors and wholesalers; for manufacturers of drugs; for finished pharmaceutical products; for medical devices; and for vaccines.

4.1 Specific requirements for Finished Pharmaceutical Products:

- Must be manufactured in line with the WHO international standards of Good Manufacturing Practices

- Must be manufactured to conform to WHO International Pharmacopeia standards, European Pharmacopoeia standards (EP), British Pharmacopoeia standards (BP) or the United States Pharmacopeia Convention (USP), or equivalent
- Must be batch tested and certified for quality and conformity to their specifications from an ISO Certified laboratory
- At all times must be stored or transported at the required temperature controlled conditions in accordance with the manufacturers instruction as indicated on the packing
- Upon dispatch, items must have a remaining shelf life of at least 2 years, or for products with a shelf life of less than two years at time of manufacture, at least 75% of the life must be remaining
- All drugs must be labelled with the following information in English as requested:
    - International non-proprietary name of the active ingredient
    - Dosage form and route of administration
    - Strength of active ingredients in the dosage form
    - Batch number
    - Expiry date
    - Packing unit
    - Specific storage conditions
    - Name and address of manufacturer
    - Number of units per pack

  All primary packaging (blisters, flasks, tubes, ampoules, vials) must be labelled with at least the following information:

    - International non-proprietary name of the active ingredients
    - Quantity of active ingredients
    - Batch number
    - Expiry date
    - Name of the manufacturer
    - Dosage form and route of administration
    - Packing unit
    - Warnings for the safe use of medicines must be included on labels and leaflets

  All sterilised material must be labelled with:

    - Identification of the product
    - Batch number and date of sterilisation
    - Expiry date
    - Name of the manufacturer

  Directions for use and precautions must be given in leaflets (package inserts). They are not an alternative to labelling but provide supplementary information. The leaflet should be legible, clear and easy to understand. It should contain:

    - International non-proprietary name of the active ingredient and excipients
    - Dosage form (tablet, ampoule, vial, etc) and way of administration
    - Quantity of active ingredients in the dosage form
    - Pharmacological therapeutic family
    - Therapeutic indications, instructions of use and standard policies

- Side effects, incompatibilities, contraindications and use of precautions
- Pharmaceutical interactions
- Specific storage conditions
- Name of manufacturer

Products requiring reconstitution before use, e.g. powder for injection or vaccines, must have relevant instructions on the label, specifying that only the diluent supplied by the manufacturer should be used and the volume and nature of the diluent to be added to reconstitute the vaccine.

Packaging: The goods must be properly packed, to the following standards, and labelled as above:

- Tablets and capsules should be packed in sealed, waterproof containers
- Liquids should be packed in unbreakable, leak-proof bottles and containers
- Ampoules should be packed in plastic or in carton trays (5 to 10) and all trays packed in outer cartons. Preferably, ampoules should be one-ended and should be made with a facilator system to enable easy breaking eg OPC system, VIBRAC system- Light-sensitive products (e.g. ergometrine) should be packed in brown glass ampoules

Outer cartons should:

- be of strong, export-quality material to withstand rough handling and climate conditions during transport and storage
- only contain products with the same expiry date and batch numbers, this should be printed on the carton as well as on the immediate containers.

4.2 Specific requirements for medical devices, equipment and diagnostics

- Manufacturer demonstrates implementation of the Quality Management System (QMS) by a conformity assessment body recognized by one of the GHTF country funding members (Australia, Canada, EU, Japan and USA)
- When applies, manufacturers have a valid (not outdated) EU MDR and ISO 13485 certification that includes the medical devices distributed
- For medical devices class I non sterile and non-measurement, a declaration of conformity should be available
- At all times must be stored or transported at the required temperature controlled conditions in accordance with the manufacturers instruction as indicated on the packing
- Should preferably be authorised by a GHTF founding member country (Australia, Canada, EU, Japan and USA)
- For in vitro diagnostic tests (if those tests are covered by the pre-qualification program) should be prequalified by the WHO pre-qualification program
- Condoms and IUD should be pre-qualified by UNFPA (United Nations Population Fund)

4.3 Specific requirements for medical consumables

- When applies, manufacturers have a valid (not outdated) EU MDR, ISO 13485 and ISO 9001 certification that includes the medical consumables distributed
- When applies, CE logo for class I / CE logo + **Sterile Class I**
- Includes batch or lot number
- Expiry date

- Name and contact details of the Legal Manufacturer
- Name and contact details of EC Rep if the Legal Manufacturer is established outside the EU
- Packaging must be robust enough to protect the product

4.4 Specific requirements for vaccines and monitoring cold chain:

- Vaccine vial monitor (VVM): (WHO/V&B/99.187, WHO/IVB/07.048)
- Vaccines requiring reconstitution should include a preservative as per the WHO guidance
- Antigenic stability after reconstitution. Only vaccines that are in multidose presentations; and require reconstitution of one or more components. The components of the vaccine must show antigenic stability for 28 days after reconstitution
- The vaccines in a prefilled injection device should include an auto-disable (AD) feature (WHO/V&B/99.259)
- The vaccines should be dosed in standardized volumes (e.g. 0.5, 0.1, 0.05 ml) that can be easily measured using available AD syringes (WHO EPI).
- In addition to the packaging information for Finished Pharmaceutical Products listed above, the following applies for vaccines:
    - Instructions for use of the vaccine and information concerning contraindications and the reactions that may follow vaccination
    - Information on the reduced stability of the vaccine if exposed to temperatures higher than that stated on the label
    - Warnings that the vaccine should be protected from direct sunlight
    - A statement that the reconstituted vaccine should be used as soon as possible, or should be stored at 2°- 8°C, protected from direct sunlight and used within manufacturer's guidelines for storage and use.

PART 3 – BIDDER RESPONSE DOCUMENT

1. INTRODUCTION

This Schedule is to be completed by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 7 sections detailed below, all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

Appendix 3 contains:

- Section1 - Key information
- Section 2 – Essential Criteria
- Section 3 – Quality Criteria
- Section 4 – Capability Questions
- Section 5 – Sustainability Questions

Appendix 4 Contains:

- Section 6 – Commercial Questions
- Product List Specifications

Appendix 8 Contains:

- Section 7 – Bidder Submission Checklist

Schedule 1 – Terms & Conditions of Bidding

At the end of Appendix 8 is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

The Bidder is required to sign a copy of the Checklist in Appendix 8 as part of their submission.

2. INSTRUCTIONS

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Save the Children expects and requires. The guidance provided details the **MINIMUM** requirements expected by Save the Children. If a Bidder wishes to add further information which it believes is relevant, this is acceptable but the additional information should be limited to only items which are relevant to the tender.

- For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
- If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
- If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Save the Children through the using the contact details provided for guidance.
- By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.

SCHEDULE 1 – TERMS & CONDITIONS OF BIDDING

Definitions

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

(a) **Award Criteria** - the award criteria set out in the Invitation to Tender.

(b) **Potential supplier** - a person or organisation who bids for the tender.

(c) **Conditions** - the conditions set out in this 'Conditions of Tendering 'document.

(d) **Cover Letter** - the cover letter attached to the Tender Information Pack.

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

(f) **Invitation to Tender** - the Tender Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Supplier Sustainability Policy

(g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.

(h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.

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

1. **The Contract**

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

2. **Late tenders**

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

3. **Correspondence**

All communications from Potential suppliers to SCI relating to the tender 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 Invitation to Tender. Where appropriate responses to questions submitted by any Potential supplier will be circulated by SCI to all Potential supplier s to ensure fairness in the process.

4. **Acceptance of tenders**

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

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

6. **Prices**
   Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable). Prices must be clearly identified as price per unit of measure.

7. **No reimbursement of tender expenses**
   Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

8. **Non-Disclosure and Confidentiality**
   Potential suppliers must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to SCI's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Potential 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.

9. **Award Procedure**
   SCI's Procurement Committee will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

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

11. **Supplier Sustainability Policy**
    All Potential suppliers are required to comply fully with SCI's Supplier Sustainability Policy (attached to these conditions)

12. **Exclusion Criteria**
    Any Potential 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 Potential 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.

13. Conflict of Interest / Non Collusion

Any Potential 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.

14. Assignment and novation

All Potential 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.

PART 4 – APPENDICES

Appendix 1 - Terms and Conditions of Purchase

Appendix 2 – Supplier Sustainability Policy

Appendix 3 – Bidder Response Document

Appendix 4 – Product List

Appendix 5 – Quality Technical Agreement

Appendix 6 – Sample Framework Agreement

Appendix 7 – Emergency Health Unit Field Hospital Overview

Appendix 8 – Section 7 Checklist