



Save the Children

RFP Schedule Value: Tk. 1000

Free Download of RFP Schedule; <http://118.179.221.11/PSM/>

## REQUEST FOR PROPOSAL

FOR

### Framework Agreement for providing Security Service Support

<b>Name of the Purchaser</b>	Save the Children International House No. CWN (A) 35, Road No. 43, Gulshan-2, Dhaka-1212, Bangladesh
<b>Contact Person</b>	Sr. Manager Procurement & Supply Chain
<b>Telephone:</b>	880 -2-8828081 Ext.1048
<b>Fax:</b>	880-2-9886372
<b>Email</b>	<a href="mailto:ziaul.kabir@savethechildren.org">ziaul.kabir@savethechildren.org</a>

**RFP Ref No: RFP/SCI/BDCO/FY-15/00042**

**Issued on: 23 September, 2015**

**Dead Line for Submission: On or Before 14 October 2015 within 2.00 PM**



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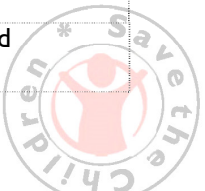
- I. Proposal Data Sheet (PDS)
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## I. Proposal Data Sheet (PDS)

The following specific data shall be provided by the proposers/organizations for providing “Security Service” support of Save the Children Bangladesh country office and affiliated field offices located in different districts towns. This invitation is subject to the general terms and conditions set out below, Terms of Reference and acceptance of Save the Children Policies (Attached in Annexure).

### A. GENERAL

<b>Procuring Entity</b>	<p>Name of Purchaser: Save the Children International</p> <p>Contact Person : Sr. Manager Procurement &amp; Supply Chain, Save the Children in Bangladesh</p> <p>Type of Service : Framework Agreement for Providing Security Service Support</p> <p>RFP Ref : <b>RFP/SCI/BDCO/FY-15/00042</b></p>
<b>Eligibility Criteria</b>	<p>The Proposer shall possess the following qualification :</p> <p>Proposers/Organizations must provide information and documentary evidences to establish that they have:</p> <ol style="list-style-type: none"> <li>a. Legal establishment for a minimum of five years: From Registrar of Joint Stock Companies and Firms (RJSC), Bangladesh or equivalent authorities.</li> <li>b. Minimum 05 years of overall experience for providing Security Service Support.</li> <li>c. Security Service Provider should have minimum 200 registered security guard in their pool.</li> <li>d. Required to serve at least 5 renowned organization like UN organization/ International NGO/ Diplomat Mission/ Development partners or reputed MNC with in the last three years.</li> <li>e. Audit report of past three financial years of the organization is mandatory out of last four financial years.</li> </ol>
<b>Documents Required</b>	<ol style="list-style-type: none"> <li>a. Company profile</li> <li>b. Copy of valid Trade License with Year of Establishment</li> <li>c. Up-to-date VAT and Tax certificate &amp; others up-to-date documents to prove legal status of the company</li> <li>d. National ID Card Copy of Proprietor/ Managing Director</li> <li>e. List of clients served with their address , telephone/mobile number &amp; E-mail address</li> <li>f. Audit Report for last three years out of last four financial years</li> <li>g. Rating , Award &amp; Achievements/Recognition (if any)</li> <li>h. Any other supporting documents (if any)</li> <li>i. Supplier declaration/compliance form for Save the Children’s policies.</li> </ol>
<b>Proposal</b>	<p>Both financial &amp; technical offer shall be submitted separately in a sealed envelope.</p>

  
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	The financial offer shall be Including of all related cost. VAT & TAX shall be deducted at source as per applicable existing GoB rules.
<b>Duration of the agreement</b>	The Frame work agreement should be valid initially for two years with the possibility of renewal for next year based on satisfactory performance evaluation of each year.
<b>Language</b>	The language of all correspondence and documents related to the bid shall be in <b>English.</b>
<b>Payment Terms</b>	Location wise single monthly invoice should be raised for all services rendered during a month. Payments will be made through A/C Payee cheque or electronic bank transfer on behalf of vendor within 15 working days upon submission of bill as per the terms of condition stipulated in the agreement.

### B. THE RFP DOCUMENTS AVAILABLE


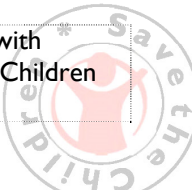
Communication	Sr. Manager Procurement & Supply Chain House No. CWN (A) 35, Road No. 43, Gulshan-2, Dhaka-1212, Bangladesh Email : <a href="mailto:ziaul.kabir@savethechildren.org">ziaul.kabir@savethechildren.org</a>  <b>Note:</b> RFP soft copy and further update please keep follow the link; <a href="http://118.179.221.11/PSM/">http://118.179.221.11/PSM/</a>
<b>Technical Queries</b>	<b>Program Contact Person:</b> If you have any technical query, please bring it at the time of pre-proposal meeting.  Moreover, Interested Bidder may also contact with <b>Mohammad Mahmudul Hassan</b> , Senior Manager - Safety Security, Tel: +88-02-9861690-1041, E-mail: <a href="mailto:mahmudul.hassan@savethechildren.org">mahmudul.hassan@savethechildren.org</a> for technical queries before submission of proposal (if required).

### C. SUBMISSION OF PROPOSAL

<b>Notice for Submission</b>	Proposal must be submitted in one original copy for both the technical and financial proposals in two separate envelopes. All the documents must be submitted in a single envelope in response to TOR and mentioned clearly the proposal name on top of the envelop.
<b>Pre-proposal meeting</b>	Pre-proposal meeting time & date: on <b>30 September 2015 at 11.00 AM</b>
<b>Dead Line for Submission</b>	<b>Deadline for proposal submission is:</b> On or before 14 October 2015 within <b>2.00 PM</b>
<b>Address</b>	<b>The address for proposal submission is;</b> Sr. Manager Procurement & Supply Chain Save the Children in Bangladesh House No. CWN (A) 35, Road No. 43 Gulshan-2, Dhaka-1212, Bangladesh

### D. PROPOSAL DROPPING & OPENING

<b>Dropping Time &amp; Date</b>	The proposer shall drop their proposal into the Tender Box Marked with <b>“RFP Schedule for Security Service Support”</b> Kept at Save the Children
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	reception On or before <b>14 October 2015 within 2.00 PM</b> . Any scheduled dropped after above mentioned time will be rejected.
<b>Opening Time &amp; Date</b>	The technical proposal(s) shall be opened on <b>14 October 2015 at 3.00 PM</b> in presence of proposer if any at Save the Children Bangladesh.

#### E. PROPOSAL EVALUATION

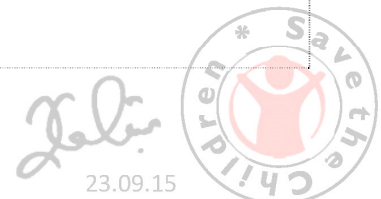
The Proposal Evaluation shall be carried out based on the following criteria:

<b>Evaluation (Technical &amp; Financial)</b>	<ol style="list-style-type: none"> <li>1. Proposal evaluation committee (PEC) or Procurement committee (PC) will review the technical as well as financial proposal as per advertised Eligibility/Qualification and Technical criteria (enclosed TOR)</li> <li>2. Technical proposal will carry 70% weight; and financial proposal will carry 30% weight (Technical Pass Mark is 60%)</li> </ol>
<b>Technical Criteria</b>	As specified in the ToR

#### F. TECHNICAL PROPOSAL SUBMISSION FORMAT

(Proposers are required to abide by page limits and formats described below. All attached forms must be completed and submitted with the proposals. Organizations are also required to submit their Technical proposals in English (Font – Garamond, size 12, page margins – 1” on all sides, A4 page).

- a) Proposal Title : Framework Agreement for providing Security Service Support
- b) Company Profile : Briefly summarizes your company profile, Corporate Structure, Financial health, ratings, Award & Achievements/recognition, Market position and other relevant information that shows your company strength. (Maximum 5 Pages)
- c) Understanding of TOR: Here you should explain your understanding of the TOR, your approach to meet the scope of work, Deployment and Implementation Plan, Quality Assurance and Quality Control procedures (Maximum 10 page)
- d) Others: Services & Support features, Service level Agreement, Recruitment process, Training & appraisal procedures, Facilities, Incident handle method etc. (Maximum 10 pages)
- e) Document attachment: Legal documents, List of clients, Rating Award & Achievements/Recognition, employment & employee benefit policies, Supplier declaration/compliance of Save the Children’s policies, Audit report as well as other documents required to meet the eligible and evaluation criteria of the RFP schedule.



f) List of document mentioned in PDS Section – A under “**Documents required**”.

### **Others**

- I.** Save the Children reserves the right to accept or reject any /all proposals or part thereof without assigning any reason whatsoever.
- II.** Certification Regarding Terrorism: The Organization/Firm hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.
- III.** The Proposers firm should comply with Policies of Save the Children (Attached in Annexure)
- IV.** Termination: The client, by notice sent to the firm/organization, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the client convenience, the extent to which performance of the firm/organization under the contract is terminated, and the date upon which such termination becomes effective.

## **II. Terms of Reference (TOR)**

For

### **Framework agreement for Providing Security Service Support**

Safety & Security Unit of Save the Children in Bangladesh (referred as SCiB) is responsible to ensure safe and secure environment for both the assets and staff of the organizations in Dhaka & program areas. To serve these responsibilities smoothly and effectively, experienced outsource security service is required. Scope of such service is categorized according to the following responsibilities along with possible service description for each type of required services.

#### **Details of the Service:**

The possible service description (stated below) will briefly cover the type of service SCiB seeks from outsource service providers. It is notable here that the personnel used by outsourced company to undertake one set of task in rendering service to SCiB shall not be used for undertaking another set of task (even if it is within the same types or service group). Upon requirement of the post there might be levels for security personnel/services. Details of the levels/services are stated below.

#### **Security Services for SCiB Premises and Event Supports**

Premises installations cover Country Office, Warehouse, Field & Sub Offices and any other office location throughout Bangladesh. Event support refers to the short term deployment (not more than 30 days) of security personnel in any program/event arranged by SCiB or additional deployment in existing premises.

#### **L-1 (Security Officer):**

##### **Job Description:**

- a. Ensure round the clock security support in coordination with all security post throughout the country.
- b. Carry out odd hour inspection and survey of different SCiB premises around the country.
- c. Monitor performance of the security services and notify all disciplinary activities.
- d. Supervise parking & traffic management of country office premises.
- e. Collect daily power failure record of SCiB premises and generate monthly report to Safety Security Senior Manager.
- f. Collect daily office safety management record of SCiB offices and generate monthly report to Safety Security Senior Manager.
- g. Report any accident/incident of different SCiB premises and extend support in consult with Safety Security Senior Manager upon requirement.
- h. Maintain database and follow up accordingly.
- i. Assist in implementing the Key Management of SCiB offices.
- j. Carry out all minor incidental investigation of SCiB premises (as recommended).
- k. Ensure timely requisition and distribution of stationary support to all SCiB posts.
- l. Ensure adherences to policy/procedure at all posts of SCiB and report any misconduct to Safety Security Senior Manager.

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## Traits & Qualification

- I. Minimum Graduate with age limit of 25-35.
- II. Should have 3 years or more experience in security services with at least 1 year in an executive role in any reputed organization preferably in INGO/NGO.
- III. Good interpersonal communication skill.
- IV. Should be able to communicate (speak, read & write) in English.
- V. Quality of leadership and team spirit is highly essential for this service.
- VI. Must know motorbike riding with valid license.

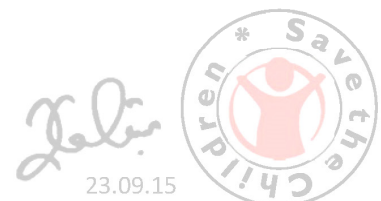
## L-2 (Security Supervisor):

### Job Description

- a. Ensure overall security for both office/warehouse & parking area (if applicable).
- b. Ensure shift-wise manning of SP's in the respective positions.
- c. Maintaining various register in the duty post.
- d. Collect daily power failure record of SCiB premises and generate monthly report to Safety Security Senior Manager.
- e. Maintain key staff information & contact numbers for emergency.
- f. Inform and update emergency information to Safety Security Senior Manager.
- g. Must be aware about the handling and execution procedure about all the fire extinguisher in and around the duty post.
- h. Cooperate reception in managing visitors and maintain the reception area & handle the visitor after odd hour.
- i. Provide special access support upon instruction from Safety Security Senior Manager.
- j. Provide emergency access support to staff as per policy and procedure.
- k. Supervise & monitoring the performance of the Security Guards of the post
- l. Prepare and execute duty roster of the post.
- m. Assists office staff to ensure smooth door opening and closing along with ensuring all electrical switches and connections are switched off at the time of closing the floor.
- n. Distribution and keep record of different Access Pass (Visitor, Temporary, Outsource etc) to the concern personnel upon requirement/instructions.

## Traits & Qualification

- I. For supervisory service, personnel need to have at least HSC or equivalent (SSC or equivalent for retired armed forces personnel) with age limit of 25-45 years and height of at least 5'5".
- II. At least 3 years security service experience, with minimum 1 year in a supervisory role in any reputed organization preferably in INGO/NGO or any MNC.
- III. Must have the capacity to read and write basic English.
- IV. Knowledge in computer operation will be an added advantage.
- V. Only male are eligible for this post.



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### **L-3 (Security Guard):**

#### **Job Description**

- a. Ensure overall security for both office/warehouse & parking area (if applicable).
- b. Maintaining various registers in the duty post if supervisor is not available.
- c. Inform update and emergency information to Safety Security Senior Manager.
- d. Must be aware about the handling and execution procedure about all the fire extinguisher in and around the duty post.
- e. Maintain the reception area & handle the visitor if supervisor not available
- f. Provide emergency access support to staff as par policy and procedure if supervisor not available.
- g. Assists assistants or staff to ensure smooth door opening and closing along with ensuring all electrical switches and connections are switched off at the time of closing the floor.
- h. Physical checking of outsource staffs of the company at the time of entry and exit to the office premises.

#### **Traits & Qualification**

- I. Minimum SSC or equivalent with age limits 20- 40 years.
- II. Height of at least 5'5" for male, 5'2" for female. Height may be relaxed for the indigenous communities.
- III. At least 6 months security service experience in any reputed organization preferably in INGO/NGO or other MNC.

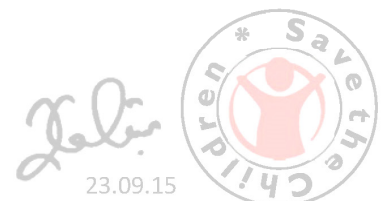
### **L-4 (Traffic Guard):**

#### **Job Description:**

- a. Ensure traffic management around the roads of SCiB office area to ensure smooth movement of vehicles.
- b. Ensure parking management of SCiB premises and adjacent area.
- c. Gather information of SCiB interest and update Safety Security Senior Manager.
- d. Liaison with other nearby installations' traffic/security guard and manage hassle free vehicle movements.
- e. Cooperate security supervisor in implementing instructions from safety security manager.

#### **Traits & Qualification**

- I. At least SSC or equivalent with age limit of 25-40 years and height of min 5'5". Height may be relaxed for the indigenous communities.
- II. Sound knowledge about traffic operation and traffic laws.
- III. At least 3 years security service experience, with minimum 1 year in a traffic management role in any reputed organization preferably in NGO.
- IV. Must have the capacity to understand, read and write basic English.
- V. Only male are eligible for this post.



## **L-5 (Lady Guard):**

### **Job Description**

- a. Ensure SCiB office reception operation in odd hours and weekends.
- b. Keep entry and exit records of visitors and other support staffs to the office.
- c. Inform and update emergency information to Safety Security Senior Manager.
- d. Distribution, keep record & return of different SCiB support passes.

### **Traits & Qualification**

- I. Preferably HSC but in case of special qualification SSC or equivalent can be considered.
- II. Must have the capacity to communicate in basic English
- III. At least 1 year experience in any reputed organization preferably in INGO/NGO or any MNC.

### **General Terms and Condition:**

#### **Security Deposit**

BDT 0.4 Million or 01 month equivalent security service charges whichever is higher is required upon agreement signing in the form of Pay order / Bank Guarantee. Security deposit will be returned after completion or cancelation of the agreement and receiving clearance from concern Safety & Security Focal Person.

#### **Duty Schedule & Payment**

Duty schedule will be 08 hours shift wise but in case of emergencies and special requirement hourly or 12-hourly duty may be requires instead of shift wise. In any case payment will be counted on pro-rata basis (hourly rate; including service charge, Gov't Tax, VAT etc.) considering the service hours of a day of 24 hours and complying with the labor law of the country. Please find the detail of payment chart as per price schedule (Page: 14 to 16).

#### **Compliance**

1. Service providers must comply with the rules and regulation of the country as well as Save the Children's child safeguarding policy.
2. Service providers have to adhere to the existing labor laws of the country.
3. Service providers will ensure the appointment letter (Copy to be preserved for reference), service book of individual (Copy to be preserved for reference), assignment letter and police clearance certificate (Copy to be preserved for reference) during individual deployment and Change from SCiB respectively.
4. Service providers will ensure (refereed as their responsibilities) leave, payment, festival bonus, allowances, medical coverage, uniform, service kits (torch, whistle and all other necessary requirements as per labor law for smooth operations to their respective outsource staff deployed in SCiB (cost should be borne by vendor).
5. Service provider will be responsible to submit the pay-slip, wage sheets and all other related documents according to labor law to the responsible person of SCiB along with the service bill of following month.

6. Service provider will be responsible to provide all the above mentioned services within the given time frame (decided by SCiB as per need) according to SCiB requirement.
7. The contract will primarily be for 02 (two) years which can be extended for further upon mutually agreed by both the parties.

### **Penalty Clause**

1. In case of improper duty, absent in the post, wrong pattern uniform; penalty shall be applied to the individual ranging from BDT 200 upto BDT 1000 depending on the nature of the faults. (Applicable for individual)
2. For any other damage or short fall of agreed service standard/procedure in the process of rendering service to SCiB, equivalent or mutually agreed penalty amount to the damages shall be applied on the vendor. (Applicable for the service providers)
3. In case of any particular observation or unsatisfactory performance which may put SCiB's security in jeopardy, SCiB bears the right to withdraw or discontinue any type of the mentioned security services any time of the contract period providing 12 hours notice.
4. In case of Non-compliance of labour law, the existing service provider will be responsible and if SCiB has to bear the loss, SCiB holds the right to adjust the same from service provider.

### **Minimum Salary:**

Service provider has to pay minimum basic salary Tk. 7000 for security officer, Tk. 6000 basic salary for security supervisor, Tk. 4000 basic salary for security guard, traffic guard and lady guard for eight hour duty roster.

### **Service Charge:**

Service charge should inclusive of two bonus, provident fund contribution, insurance, uniform & kit allowance, initial training allowance, all leave, house rent, overhead admin cost, profit etc. Service charges will not be applicable on over time.

### **Save the Children Office Locations**

- Gulshan, Dhaka
- Upashahar, Sylhet
- Sadar, Hobigonj
- Moulvibazar
- Sadar, Barisal
- Meherpur
- Jhalkathi
- Noakhali

Office locations may be changed, increased or decreased during the service period.



## Current Guarding Requirement

Dhaka: 4 Supervisors, 16 Guards, 2 Lady Guards, 1 Traffic Guard

Outside Dhaka: 9 Supervisors, 25 Guards

## Evaluation Criteria:

Proposal evaluation (technical and financial)

1. Proposal Evaluation Committee (PEC) will review the technical as well as financial proposals as per eligibility/qualification and technical criteria set in ToR.

2. Technical proposal will carry 70% weight and financial proposal will carry 30% weight (technical pass mark is 60%)

SI No.	Evaluation criteria	Assigned Score
<b>1. Company profile in relation to expected human resources and facilities available with regards to managing security related services. The Statement should indicate the following :</b>		<b>20</b>
1.1	Management Team & Structures	5
1.2	Dedicated Operation Room & Patrolling Team	5
1.3	Effective communication network	5
1.4	Availability of equipment's and client supports	5
<b>2. Previous experience, corporate background (indicate the experience of the managing similar contracts with large corporate Entities, Embassies or International/UN Organizations/INGO).</b>		<b>10</b>
<b>3. Sufficient skilled manpower, Technical Competencies and Approach</b>		<b>15</b>
3.1	Training Facilities/School	5
3.2	Quality of training methods/tools used for : i) First Aid ii) Firefighting iii) Incident Handling iv) Basic Computer Operations v) Surveillance /CCTV operation vi) Access Control Procedure vii) Use of communication tools, HF/VHF Radio viii) Use of Security equipment (Baggage Scanner, Metal Arch door, Metal detector, etc.) ix) Crowd control x) Reception Service Operations etc.	5
3.3	Trainers' profile & service records	5
<b>4</b>	<b>Deployment and Implementation Plan</b>	<b>35</b>
4.1	Proposed deployment plan including but not limited to: Qualifications of Security Guards/Supervisors/Officer (to be supplemented by a sample deployment plan letter along with signed CV and copy of the certificates) indicating overall experience and particular exposure in relation to this assignment, for I security post.	8
4.2	Recruitment, selection and employment policies with evidence.	5

4.3	Employee benefit, Personnel Insurance, compensation schemes with evidence/document	10
4.4	Mobilization plan and schedule i.e. how the agency will undertake /monitor each task listed in the TOR with quality output and client's satisfaction. For monthly/quarterly monitoring report, please provide a format for monitoring with not more than five output indicators.	7
4.5	Quality Assurance and Quality Control procedures including method to be used in identifying problems in the quality of services performed before the level of performance becomes unacceptable	5
<b>5</b>	<b>Capability to handle projects (out of Dhaka)</b>	<b>10</b>
5.1	Chittagong division	2
5.2	Sylhet division	2
5.3	Rajshahi division	2
5.4	Khulna division	2
5.5	Barisal division	2
<b>6</b>	<b>Financial Capability/ Credit facility to pay the bill in advance/ working capital</b>	<b>10</b>
Total		100

### III. Financial Offer: Summary of Cost

Name of the Proposer: \_\_\_\_\_

#### Detail payment chart:

**Security Deployment – Shift Pattern: 8 Hrs** (Please put ✓ mark on each of your proposal)

Service Description	Level	Salary Breakdowns	Cost	Total Cost/Pax/Month (In BDT)	Service Charge (in BDT)	Total Chargeable to SCiB	Remarks
Security personnel deployment in Save the Children's premises throughout the country	L-1 Security Officer	Basic					
		Allowances (80% on Basic)					
	L-2 Security Supervisor	Basic					
		Allowances (80% on Basic)					
	L-3 Security Guard	Basic					
		Allowances (80% on Basic)					
	L-4 Traffic Guard	Basic					
		Allowances (80% on Basic)					
	L-5 Lady Guard	Basic					
		Allowances (80% on Basic)					

***N.B.- Company Service Charge should be for all the days in a month and will be irrelevant to the OT hours performed by the security personnel***

**\*\* Service Charge breakdown should be provide in a separate sheet clearly mentioning individual item unit price & quantity.** Quoted price should include VAT/Tax and all govt. charges.

**Annexure: B**

**Detail payment chart for event support or short term deployment (not more than 1 month):**

**Security Deployment – Shift Pattern:** *(Please put √ mark on each of your proposal)*

Service Description	Level	Service Location	S. Charge/Hour (all inclusive)	Daily Per diem (if applicable)	Remarks
Security personnel deployment in Save the Children's premises or Events throughout the country	L-1 Security Officer	Dhaka & Gazipur			
		Outside Dhaka			
	L-2 Security Supervisor	Dhaka & Gazipur			
		Outside Dhaka			
	L-3 Security Guard	Dhaka & Gazipur			
		Outside Dhaka			
	L-4 Traffic Guard	Dhaka & Gazipur			
		Outside Dhaka			
	L-5 Lady Guard	Dhaka & Gazipur			
		Outside Dhaka			

**N.B.- Service Charge should be for all the days in a month and will be irrelevant to the OT hours**

N.B. May be added more Column & Row for detail information. Please consider the minimum basic salary and service charge should inclusive of all attributes mentioned on page number I I. Quoted price should include VAT/Tax and all govt. charges.

**Annexure: C**

Security equipment's rates (along with installation charge, if applicable):

<b>Equipment's</b>	<b>Rate/Day</b>
Archway Metal Detector	BDT.
Handheld Metal Detector	BDT.
Megaphone	BDT.
Walkie-Talkie Set	BDT.

We understand you are not bound to accept any proposal you receive.

Quoted price should include VAT/Tax and all govt. charges.

**Signed**

In the capacity of:

Duly authorized to sign the proposal on behalf of the applicant organizations/Firms

Date:





## IV. Contract

CONTRACT NO: ----

### AGREEMENT FOR PROVIDING SECURITY SERVICES

This **Agreement is made on .....** at **Dhaka**  
**Between**

**Save the Children International**, a not-profit & International Non-Governmental Organization (INGO) working in Bangladesh registered under NGO Affairs Bureau (NGOAB), having its country office at House# CWN (A) 35, Road # 43, Gulshan-2, Dhaka-1212, Bangladesh, hereinafter called the First Party or SCI shall where the context so admits means and include its successors in business and assigns of the **other part**.

**Service Provider** having its office at ....., Bangladesh, hereinafter called the Second Party or SERVICE PROVIDER, which expression shall where the context so admits mean and include its heirs, executors, administrators and assigns of the **one part**.

Whereas the Second Party has offered to provide the Security Personnel for the First Party and First Party has agreed to assign the Security Personnel of the Second Party on the terms and conditions hereinafter contained. Both parties have mutually agreed to perform under the terms and conditions set forth herein below.

#### A. ADMINISTRATION

1. That the security services will be rendered at Save the Children Bangladesh Country office and parking at Gulshan-2 and if needed, at different locations of the First Party.
2. That while rendering services to the First Party, the Second Party will remain responsible for all the administrative works related to the applicable job.
3. Second Party will keep provision of additional Security Personnel (SP) readily available as reserve duly selected by the First Party to meet any emergency/shortage/unforeseen.
4. That the Second Party will employ the same security personnel (SP) for a particular place of duty. The First Party will not accept frequent changes of SP at any place of duty. Any changes of SP or change in duty schedule has to be made only with written request from SERVICE PROVIDER followed by consent from the First Party.
5. That both the parties will make all correspondence through their respective representative(s).
6. That representative(s) of the SERVICE PROVIDER will always render necessary cooperation while dealing with any Security Personnel related matter and will have constant liaison with Senior Manager-Safety & Security of SCI or his/her nominated representative(s).
7. The SP selected and deployed for SCI cannot be engaged to any other client of SERVICE PROVIDER at any excuse.
8. That the SCI might provide mobile phone to the Security Personnel & their Supervisor(s) (if required). These mobile phones are to be used only in case of official requirement. SERVICE PROVIDER will remain responsible for appropriate handling of such items. The maximum usage limits of the mobile phone will set by the Senior Manager-Safety & Security of SCI. If the limit exceeds, SCI will deduct the excess amount from the monthly service charge. In case of lost/theft of the mobile phone, SCI will deduct the amount as per organizational asset management policy

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of SCI.

9. That the SCI will have absolute authority in employing more than one Company to fulfil their requirements.
10. The SERVICE PROVIDER will be responsible for the arrangement of all kinds of holidays and leaves for the Security Personnel.
11. That the SCI can employ any number of Security Personnel at anywhere in the country on temporary basis.
12. The SP will most certainly be in proper uniform at the time of duty which will be provided by the SERVICE PROVIDER. Design of the uniform must be approved by the SCI. In addition to the uniform the SERVICE PROVIDER will also responsible for arranging all necessary security resources and tools related to the service, such as Raincoat/Umbrella, Baton, Torch, Whistle, Traffic equipment etc. (As per the post's requirements).
13. SCI will retain the right to refuse or accept the services of any personnel(s) provided by the SERVICE PROVIDER.
14. Performance of the individual will be assessed by both the parties.
15. That the SERVICE PROVIDER will submit Quarterly manning list with performance assessment report in April (January -March), July (April - June), October (July -September) and January (October - December) along with the bill of the previous month. Without report the Second Party may not process the service charge of the subsequent months.

#### **B. RECRUITMENT, SELECTION AND TRAINING**

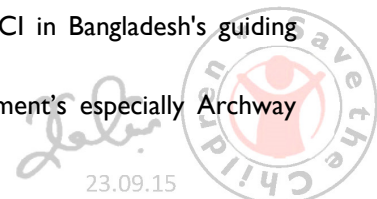
1. That the SCI shall have the freedom of selecting any number of Security Personnel from the SERVICE PROVIDER at any time on requirement basis. The Security Personnel acceptance procedure should be as per standard policies of Save the Children in Bangladesh.
2. That for position of Officer, the SP should have BSC/BA/BSS degree (may be relaxed for retired armed forces Personnel). He should be able to understand, read, write & speak English clearly. Age limit should be within 25-45 years.
3. That for the position of Security Supervisor, the SP should have HSC or equivalent degree (may be relaxed for retired armed forces personnel) having minimum 05 (five) years of experience in this field with basic speaking, reading and writing ability in English. Minimum height should be 5'5" and 5'2" for the male and female SP respectively. Age limit should be within 25-50 years.
4. That for the position of Security Guard & others, the SP should have at least SSC or equivalent degree (may be relaxed for experienced personnel) having minimum 06 (six) months of experience in this field with required reading and writing ability. Minimum Height should be 5'5" and 5'2" respectively for the male and female candidates. Age limit should be 20-40 years.
5. That all Security Personnel selected by both parties fulfil the following additional requirements of the SCI:
  - a. *will be able to communicate in Bangla and understand English.*
  - b. *will be polite, honest and sensitive in gender & child rights issues.*
  - c. *will have basic knowledge of security services.*
  - d. *will have knowledge on equipment to carry on duties,*
  - e. *will be acquainted with the SCI's rules and environment.*
  - f. *will have proper knowledge of the office area.*
  - g. *Should abide by the First Party terms and conditions and follow Save the Children in Bangladesh rules and regulations.*
6. That SERVICE PROVIDER will send each Security Personnel nominated for interview to SCI along with the following documents:
  - a. *Two copy of passport size photograph.*



- b. One copy Bio-data.
  - c. Photo copy of last educational certificate.
  - d. Photo copies of experience certificate(s).
  - e. No Objection Certificate (NOC) of previous employer.
  - f. Photocopy of the Pension Book (For retired armed forces personnel).
  - g. Police Verification Certificate.
  - h. Signed 'Individual Declaration' stating to abide by the rules and regulations of the Second Party.
  - i. Declaration of service provider to abide by the rules and regulations of the Second Party to be followed by the SP as per SCiB policy & procedures.
7. Mutually selected Security Personnel will carry out a 02 (two) days orientation program. Another interview by SCI following the orientation will finally decide the suitability of individual.
  8. SCI will check physical fitness of all the selected Security Personnel before deployment in the service.
  9. That the SERVICE PROVIDER will ensure that the Security Personnel rendering services for the SCI are not convicted or there is no criminal case against them.
  10. That the SERVICE PROVIDER will train all Security Personnel covering the subjects and syllabus provided by the SERVICE PROVIDER.
  11. That the SERVICE PROVIDER will remain responsible to ensure on-the-job training and physical fitness of all Security Personnel.

### **C. OPERATIONAL**

1. That SP will perform duty at the Offices and warehouses in 03 (three) shifts, on the basis of average 08 hours duty in a day according to the following timing or decided by the both parties:
  - a. Shift 'A' - 0700 hours to 1500 hours
  - b. Shift 'B' - 1500 hours to 2300 hours
  - c. Shift 'C' - 2200 hours - 0700 hours
  - d. General Shift - will be decided by the SCI. However SCI reserve the right to change the timing in coordination with the SERVICE PROVIDER.
2. That the SERVICE PROVIDER will ensure that the Security Personnel continues duty unless she/he is properly relieved by another Security Personnel of duty.
3. That SCI may require additional Security Personnel, in that case SCI will send a written/mail request to SERVICE PROVIDER at least 48 (forty eight) hours in advance (except any kind of emergency/shortage/unforeseen situation).
4. That the SERVICE PROVIDER will monitor the Security Personnel's routine activities and conduct inspection on regular intervals.
5. That SCI will have the rights to inspect all Security Personnel at any time at any place of duty. That if any Security Personnel found not suitable, SERVICE PROVIDER will replace the Security Personnel within 48 (forty eight) hours in extreme cases. In other cases one (01) month notice has to be given by SCI to the SERVICE PROVIDER about the concerned Security Personnel or equivalent pay.
6. That the SERVICE PROVIDER will always have close coordination with the SCI to supervise the total system for maintaining good standard of services at all time.
7. That the SERVICE PROVIDER will orient its personnel about SCI in Bangladesh's guiding principles so as to maintain honesty, integrity and commitment.
8. The SERVICE PROVIDER will provide necessary security equipment's especially Archway



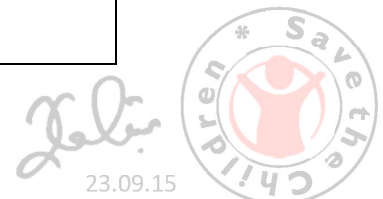
Metal Detector, Handheld Metal Detector, Vehicle Checking Mirror, RT Set etc as required by the SCI. The request for providing such support must be placed minimum 48 (forty eight) hours before for support outside Dhaka and 24 (twenty four) hours inside Dhaka.

**D. FINANCIAL**

**I.0 ALLOWANCE AND WELFARE**

- I.1. That the SERVICE PROVIDER will remain responsible for pay, allowances, festival bonus, food, accommodation, uniform, leave, medical and conveyance of the Security Personnel.
- I.2. All Security Personnel will be entitled to get 01 (one) day weekly holiday.
- I.3. That a Security Personnel will get minimum 10 days of paid-leave in a year or as per the security service provider organization’s rules.
- I.4. SERVICE PROVIDER will bear the medical cost of on duty Security Personnel and death to be covered by group insurance policy.
- I.5. All SP will start with minimum salary indicated in Price Schedule for each rank category. However the SERVICE PROVIDER can commence service of an experienced person. One or more increment as specified against each category if agreed by SCI may be considered in such cases.
- I.6. All Security Personnel will receive overtime as double rate of his/her basic if he/she is required to work more than his/her stipulated working hours.
- I.7. All Security Personnel are eligible for 02 (two) festival bonuses in a calendar year. Each festival bonus is equivalent to 01 (one) month basic service charges. To be eligible for the festival bonus, SP’s service with SCI must be equal or more than 30 days.
- I.8. The SERVICE PROVIDER will receive service charge excluding VAT on an individual's total receivable amount for rendering security support as quoted in the offer letter.
- I.9. That the SCI employs any number of SP anywhere in the country on event security duty (less than 30 days) will employ under following condition:
  - a. SERVICE PROVIDER will claim BDT. .... & BDT. .... for per 08 hours duty performed by security guard & security supervisor respectively in case of short term/event support duties within 100 Km distance.
  - b. SERVICE PROVIDER will claim T/A (Travel Allowance) for each SP at actual.
  - c. SERVICE PROVIDER will claim BDT. .... (in words) for each overnight stay on completion of the duty (For supervisors and guards). The breakdown for the said amount will be BDT. .... (in words) for accommodation & BDT. .... (in words) for food. In this case they will not be entitled with any overtime.
  - d. If a SP, goes out of his/her own permanent duty place (minimum 100 kilometer one way running) but does not stay overnight he/she will be entitled to get an allowance of BDT. .... (in words).
- I.10. The SERVICE PROVIDER will provide security equipment’s (along with installation charge, if applicable) to the SCI as per the following rates:

Equipment’s	Rate/Day
Archway Metal Detector	BDT.
Handheld Metal Detector	BDT.



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Megaphone	BDT.
Walkie-Talkie Set	BDT.

## 2.0 PAYMENT

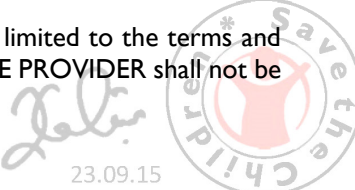
- 2.1 That payment will be made by SCI according to the agreed rate as per the price schedule. This rate is valid up to the contract period.
- 2.2 That the monthly bill for the Security Personnel to be submitted by the SERVICE PROVIDER within 10<sup>th</sup> day of each month in 02 (two) copies according to the prescribed format. Separate bill needs to be submitted for any additional employment within the month.
- 2.3 That the Total Monthly Service Charge(s) and other bills (overtime & bonuses) of Security Personnel / services will be made in favour of SERVICE PROVIDER by A/C payee cheque in two (2) weeks after successful submission of the bill.
- 2.4 The SERVICE PROVIDER will disburse the monthly salary and all other payment(s) to the concern Security Personnel within 10<sup>th</sup> day of each month.
- 2.5 That a Security Money equivalent to the total monthly claim including service charges have to be submitted by SERVICE PROVIDER to SCI in form of pay order before commencing this agreement or in form of 15 days Delayed Payment Method. This Security Money will be refunded once the agreement is over or the agreement is terminated.
- 2.6 That SCI reserves the right to deduct any types of penalty or compensation or mutually agreed payment of SERVICE PROVIDER to SCI from the security money.
- 2.7 That any additional Tax, levied by the govt. imposed after the contract has been made shall have to be borne by the SCI.
- 2.8 Any VAT and Taxes shall be deducted (if applicable) from the payments as per rules and regulation of Bangladesh Government.

## 3.0. PENALTY/ COMPENSATION

1. For unsatisfactory services of SP(s) deduction of services charge will be made as per following rate:
  - a. Improper Duty: BDT. 500.00 to 1000.00/per incident based on severity or potential possible impact of the incident.
  - b. Improper Uniform: BDT. 200.00 – 500.00/per incident.
  - c. Over Duty more than 4 (four) Hours: No pay and 02 (two) times fine over the extra hours performed.
  - d. Post Vacant: No pay and 05 (five) times fine over the vacant hours.
2. That in case of any theft/fraud, loss of any material caused by any miscreant or SP or any damage/loss incurred due to negligence or dishonesty of any SP, a joint inquiry will be conducted to settle the compensation/case/dispute within 15 (fifteen) working days of the incident. Otherwise the SCI will deduct the total amount from the monthly Invoice submitted by SERVICE PROVIDER.
3. Repetitive occurrence of the same by same personnel may cause the instant termination/withdrawal from the post/service as mutually agreed by both party.

## F. RIGHTS AND OBLIGATIONS OF THE PARTIES

1. That the rights and conditions of the SERVICE PROVIDER are strictly limited to the terms and conditions of this agreement. Accordingly, the Personnel of the SERVICE PROVIDER shall not be


  
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entitled to any benefit, payment, salary, compensation or entitlement, except as expressly provided in this agreement.

2. That the SCI will not be responsible for the wages and/or any other benefit regarding accidents, death(s) if occurred at the time of duty of the personnel engaged by the SERVICE PROVIDER for the service.
3. That if any SP want to discontinue, 60 (Sixty) day's prior notice has to be given by the SERVICE PROVIDER to the SCI (other than the ground of desertion or accident).
4. That the SERVICE PROVIDER will be responsible for any activity of the Security Personnel contrary to the law of the land at any place of duty of the SCI.
5. That the Security Personnel of the SERVICE PROVIDER must report about any incident/accident to the nominated representative(s) of Safety & Security Team of the SCI.
6. That the SCI may ask to change any number of Security Personnel from any duty place for committing offence/mistake or for poor performance and the SERVICE PROVIDER will not have any objection. 01 (one) month notice will be given with specific observation for such withdrawal except on emergency when one month service charge would be paid to the individual.
7. That the Responsibilities of the SCI are explicitly stated in this agreement and the SCI takes no other responsibilities other than those specifically stated in this agreement.
8. That the security stipulated in the contract are for the exclusive use of the SCI and by no means be subcontracted with or used by any other party except the SCI to this Agreement, without prior written consent of SERVICE PROVIDER.
9. That the SCI shall take all precautionary measures as laid down in the establishment legislation to avoid any damage, loss or injury.
10. That the SCI shall not offer either expressly or impliedly employment to the Security Personnel/guard of the SERVICE PROVIDER during the contract period.

#### **G. EXTENSION OF THE CONTRACT**

The SCI has the right to extent the Contract for further periods upon mutual agreement and negotiation. The SCI must exercise the option no later than 01 (one) month before the expiration of the Contract.

#### **H. QUALITY ASSURANCE**

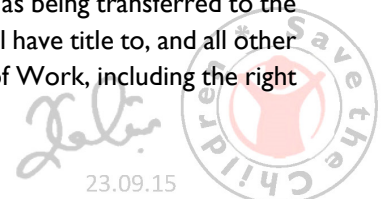
The SERVICE PROVIDER is obliged to ensure that the deliverables of the Contract are of high quality. The SERVICE PROVIDER shall implement a quality assurance system which at least is in accordance with normal industry practice. The SCI can at any time perform audit of the SERVICE PROVIDER quality assurance system.

#### **I. CONFIDENTIALITY**

Neither Party here to shall disclose confidential information, received from the other Party in accordance with this Contract, to any third party. Furthermore the Parties shall only give access to confidential information to their own employees on a need to know basis.

#### **J. INTELLECTUAL PROPERTY RIGHTS**

No Intellectual Property Rights ("IPRs") vested in the SCI shall be regarded as being transferred to the SERVICE PROVIDER, in whole or in part, under this Contract. The SCI shall have title to, and all other Intellectual Property Rights to and in, all material and results of the Scope of Work, including the right

  
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to change, develop and transfer the rights to a third party. The above does not apply to material that which the SERVICE PROVIDER can document that already had been developed by the SERVICE PROVIDER or a third party irrespective of outside this Contract. The SERVICE PROVIDER, gives however, grants the SCI a perpetual, everlasting, free of charge, non-exclusive right to: copy, develop, change and to make public publish such the material and results to the extent necessary for the SCI to be able to benefit from the Deliverables as contemplated by this Contract. The SCI shall also be entitled to can transfer these rights to a third party. The SERVICE PROVIDER guarantees that no Intellectual Property Rights infringe the Intellectual Property Rights of any third parties. The SERVICE PROVIDER shall indemnify the SCI against any costs or consequences as a result of such infringements.

**K. DATA VIRUSES**

The SERVICE PROVIDER is responsible for ensuring that all electronic communication or media sent to the SCI or which the SERVICE PROVIDER uses in its work for the SCI are checked for data viruses to the best of the SERVICE PROVIDER's knowledge and capabilities.

**L. PERFORMANCE REVIEW MEETING**

There will be performance review meeting at least once in 03 month (if required) at the SCI's premises.

**M. LANGUAGE**

All notices and other communications between the parties shall be in English.

**N. COMMUNICATION**

All communication concerning the Contract shall be directed to:

**Save the Children International**

**Contract Management**

Ziaul Kabir  
Senior Manager-Procurement & Supply Chain  
House # CWN(A) 35, Road # 43, Gulshan-2, Dhaka 1212  
Tel: +88-02-986 1690, Mobile: +88-0-.....  
Fax: +88-02-988 6273  
E-mail: [ziaul.kabir@savethechildren.org](mailto:ziaul.kabir@savethechildren.org)

**Operational**

Mohammad Mahmudul Hassan  
Senior Manager-Safety & Security  
House # CWN(A) 35, Road # 43, Gulshan-2, Dhaka 1212  
Tel: +88-02-986 1690, Mobile: .....  
Fax: +88-02-988 6273  
E-mail: [mahmudul.hassan@savethechildren.org](mailto:mahmudul.hassan@savethechildren.org)

**The SERVICE PROVIDER Services Limited**

**Contract Management**

Name  
.....  
Telephone |  
Fax  
E-mail



23.09.15

**Operational**

Name  
.....  
Telephone |  
Fax  
E-mail

**O. TERMINATION**

This Contract may be terminated with 60 (sixty) calendar days written notice from both the Parties. Such notice shall specify the effective date of such termination, and if necessary the actions to be taken by the both the Parties in connection with the termination.

However both the parties are obligated in such termination to execute the ongoing work(s) which is approved by the SCI as per mutually agreed schedules. In such cases all terms of the contract will remain in force till completion of approved ongoing work(s).

SCI shall upon termination under this clause only pay for the actual work done and actual deliverables received. The SERVICE PROVIDER shall receive no other form of compensation for the work carried out. SCI acquires title and property rights to the work and any deliverables for which SCI pays SERVICE PROVIDER.

Except as stated above in this, SCI is not liable for any direct or indirect costs or losses suffered by the SERVICE PROVIDER if SCI exercises its right to terminate the Contract under this.

**P. CHANGES**

All changes to the Contract shall be implemented as written, numbered supplementary agreements. The supplementary agreement form a part of the Contract after it has been signed by both parties. The compensation for changes shall be lower or in accordance with the Contracts original price level.

**Q. LIMITATION OF LIABILITY**

In no event shall Save the Children in Bangladesh have any liability for any special, indirect, consequential, exemplary, or incidental damages, including damages for loss of profits, loss of data or costs of procurement of substitute goods, technology or services, bodily injury, legal pursuance, arising out of or relating to this agreement under any cause of action, whether or not Save the Children in Bangladesh has been advised of the possibility of such damages.


**R. FORCE MAJEURE**

If an extraordinary situation arises which under Bangladeshi law qualifies as Force Majeure, and the parties are thereby prevented from fulfilling their obligations under the Contract, the obligations of the parties shall be suspended for the period during which the extraordinary situation exists.

Immediately after the coming into effect of a Force Majeure situation which will cause a delay, and immediately after the situation ceases to affect the contractual relationship or the performance of obligations under the contract, the party intending to plead Force Majeure shall notify the other party of the relevant dates. If this is not done, the right to demand a suspension of obligations is forfeited.

If one of the parties is affected by Force Majeure as described above, the other party shall have the right to cancel the Contract with immediate effect if the situation lasts, or is expected to last, for more than 05 (five) calendar days. By cancellation due to Force Majeure, both parties contribution shall be returned. The parties cannot claim compensation.

Both parties shall make all reasonable efforts to mitigate the effects of any delay caused by an event of Force Majeure.

*Jalila*  
23.09.15  




## S. ADVERTISING

The SERVICE PROVIDER must obtain written permission from the SCI in advance if he desires to disclose information about the Contract to the public, for advertising purposes or otherwise, beyond citing the delivery as a general reference. The SERVICE PROVIDER shall include a similar clause in all subcontracts.

Permission may be obtained from the Head of Supply Chain Management Department, Save the Children in Bangladesh.

## T. PERIOD

The period of this Agreement shall be valid for 12 months from ....., 2016 to 31st day of December, 2017. This agreement may be renewed further periods upon mutual agreement and negotiation of both parties subject to satisfactory performance of SERVICE PROVIDER.

## U. GOVERNING LAW AND DISPUTES

That this agreement shall be governed in accordance with the laws of the Peoples Republic of Bangladesh. Any dispute **arising** in connection with the contract will be settled by direct negotiations between the SERVICE PROVIDER and SCI. That in case of any dispute that **arises** between the Parties regarding any terms of this Agreement or on any operational issue the matter will be referred to an Arbitrator nominated by both the parties and such Arbitrator should be from Bangladesh and proceeding of such arbitration shall be held in Bangladesh and regulated by the Arbitration Act of 2001 as applicable in Bangladesh.

## V. INDEMNITY COVERAGE

- I.1 In the event of any loss occasioned to the SCI as a result of any lapse on part of the SERVICE PROVIDER while performing the task of access control, the SCI shall lodge a case to the nearest police station.
- I.2 A joint inquiry team represented by the SCI, SERVICE PROVIDER, Insurance Company and its Representatives and Law Enforcement Agency will be established.
- I.3 Both parties agree to provide all cooperation, supporting documents and information related to the incident to the joint Inquiry Team.
- I.4 If the investigation establishes that any loss occasioned to SCI as result of any lapse on part of SERVICE PROVIDER, maximum amount of BDT. 100,000.00 (one hundred thousand only) will be paid by the Insurance Company on behalf of SERVICE PROVIDER after necessary formalities.
- I.5 The decision of the inquiry team will be final and binding on all parties.
- I.6 SERVICE PROVIDER shall not be liable for any indirect or consequential loss or profits.

IN WITNESS, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

  
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## Appendix-I: Child Safeguarding Policy

### Section I

#### I.1 POLICY STATEMENT

Children who come into contact with Save the Children as a result of our activities must be safeguarded to the maximum possible extent from deliberate or inadvertent actions and failings that place them at risk of child abuse, sexual exploitation, injury and any other harm.

This responsibility falls upon all of our staff and representatives and is reflected across many policies. This duty of care is enshrined in our Child Safeguarding Policy.

The Policy requires:

- Save the Children to recruit only representatives who are suited to work with children and to apply strict child safe recruitment practices
- That everyone associated with the organisation is aware of their obligations and responds appropriately to issues of child abuse and the sexual exploitation of children.
- That anyone who represents our organisation behaves appropriately towards children and never abuses the position of trust that comes with being a member of the Save the Children family
- That everyone who represents the organisation must actively create a safe environment for children who come into contact with the organisation.
- All activities and programmes of work including during the response to Humanitarian emergencies are assessed for risks to children which are reduced or removed by all means within our control
- Central, Regional and Country Offices establish and maintain systems which promote awareness of Child Safeguarding, enable the prevention of harm , facilitate the reporting of and responding to safeguarding concerns.

In this way we make Save the Children *safe* for children and by creating a child safe organisation; we honour their rights and our aspirations.

### Section2

#### 2.1 principles

The Child Safeguarding Policy is committed to and guided by the principles of:

- Personal responsibility. All representatives of Save the Children International must demonstrate the highest standards of behaviour towards children both in their private and professional lives. They have a responsibility to understand and promote the policy. They must do all that they can to prevent, report and respond appropriately to any concerns or potential breaches of the policy.



- **Universality.** The Policy includes mandatory requirements that apply to everyone in all aspects of Save the Children International’s work regardless of how and where they work including during the response to humanitarian emergencies.
- **Standards based approach.** Save the Children has adopted a standards based approach to Child Safeguarding. Our safeguarding standards and standards of staff behaviour are often higher than those of the national laws and community custom or tradition. Nevertheless, it is our standards that representatives agree to when they join the Save the Children family and it is to these that they will be held account.
- **Openness.** We aim to create an environment in relation to child safeguarding issues, where any issues or concerns can be raised and discussed
- **Transparency and accountability.** This is essential in order to ensure that poor practice can be addressed, potentially abusive behaviour can be challenged and best practice promoted.
- **Accountability to children and their communities.** Through strengthening our internal systems, standards and practice we will be more accountable to the people we aim to serve.
- **Children participation and non- discrimination.** Children should be empowered to understand their rights in this area, and made aware of what is acceptable and unacceptable, and what they can do if there is a problem or a concern.
- **The Best Interest of any children involved.** When dealing with a Child Safeguarding concern, the best interest of the child will be our priority and we will strive to ensure their safety, health and well- being including meeting their emotional, psychological and physical needs.
- **Confidentiality.** All Child Safeguarding concerns/reports/ investigations will be dealt with on a need to know basis and all records will be held securely. Likewise communication will be confidential and secure.
- **Timeliness.** Given the potential for increased or repeated abuse, timely responses are essential and the accompanying procedures establish mandatory time limits on reporting and responding to concerns.
- **Compliance.** The policy will be implemented in adherence with the Child Safeguarding Protocol of the Save the Children Association and Save the Children International 2010, the U.N.C.R.C.1989; The Secretary General’s Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse 2003, the U.K. Charity Commissioners and with due consideration to the local legal frameworks.
- **Uniformity.** This policy applies both during, after and in between work hours.
- **Ambition.** Save the Children aims to be able demonstrate that it is a leader in the field of safeguarding children.
- **Partnership.** We will work together with other agencies to promote Child Safeguarding within organisations and Child Protection within the wider community.

## Section 3

### 3.1 definitions

Word/Term	Definition
<b>Child</b>	is defined as anyone under the age of 18 years <sup>1</sup>
<b>Child Safeguarding</b>	<p>Within Save the Children, the term refers to the set of policies, procedures and practice that we employ to ensure that Save the Children itself is a child safe organisation.</p> <p>We know that harm can befall children as a result of deliberate actions by a tiny minority of staff and representatives. We have a zero tolerance to such behaviour and pursue rigorous policies to prevent and respond to these issues. We aim to ensure that everyone associated with the organisation is aware of and responds appropriately to issues of child abuse and the sexual exploitation of children. We aim to ensure that anyone who represents our organisation behaves appropriately towards children both in work and outside work and never abuses the position of trust that comes with being a part of the Save the Children family.</p> <p>However, we also know that inadvertent actions, the lack of preventative actions and other failings on our part can and do sometimes have the unintended consequence of causing harm. Plus, preventable accidents can happen. We have seen examples of this across our developmental, humanitarian; fundraising, campaigning and advocacy work in every region where we work. Applying a safeguarding approach to the planning of programmes or in a myriad of other forms of engagement we have with children can be effective in mitigating and removing those risks.</p> <p>In other words, Safeguarding is our attempt to ensure that everything which lies within our control is done to ensure the safety and welfare of children that we work with.</p> <p>It helps in ensuring the rights of children within their communities are based on sound foundations. Some agencies continue to use the term Child Protection for this aspect of work, however, we have found it advantageous to differentiate between this and the broad scope of Child Protection work. UN agencies often refer to aspects of this work under</p>
	the term Prevention of Sexual Exploitation and Abuse (PSEA) as outlined in the U.N. Secretary General’s Bulletin of 2003.

<sup>1</sup> U.N. Convention on the Rights of the Child 1989



<p><b>Child Abuse</b></p>	<p>Child Abuse consists of anything which individuals, institutions or processes do or fail to do which directly or indirectly harms children or damages their prospect of safe and healthy development into adulthood. The main categories of abuse are defined by WHO as Physical Abuse, Emotional Abuse, Neglect and Negligent Treatment, Sexual Abuse, and Exploitation, Physical Abuse involves the use of violent physical force so as to cause actual or likely physical injury or suffering, (e.g. hitting, shaking, burning, female genital mutilation, torture.)</p> <p>Emotional or psychological abuse includes humiliating and degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation)</p> <p>Sexual Abuse includes all forms of sexual violence including incest, early and forced marriage, rape, involvement in pornography, and sexual slavery. Child sexual abuse may also include indecent touching or exposure, using sexually explicit language towards a child and showing children pornographic material.</p>
<p><b>Sexual Exploitation</b></p>	<p>means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. <sup>2</sup></p>
<p><b>Sexual Exploitation of a Child,</b></p>	<p>The sexual exploitation of a child who is under the age of consent, is child sexual abuse and a criminal offence. An underage child cannot legally give informed consent to sexual activity. Save the Children considers that:</p> <ol style="list-style-type: none"> <li>sexual activity with a child without their consent is child abuse and a crime e.g. rape, indecent assault;</li> <li>any sexual activity with a child who is under the legal age of consent of the country in which she/he lives and/or in which the offence occurs regardless of whether they consent is child abuse and a crime;</li> <li>consensual sexual activity with a child over the legal age of consent of the country in which she/he lives and/or in which the offence occurs, but below 18 years (although not a crime) will be dealt with as a breach of this Child Safeguarding Policy and the Code of Conduct.</li> </ol>
<p><b>The scope of this policy</b></p>	<p>This Policy applies to:</p> <p>Save the Children International staff, whether national, international, full time, part time or engaged on short-term contracts, e.g. consultants, researchers etc.</p> <ul style="list-style-type: none"> <li><b>staff</b> members of SCI, Save the Children members and other representatives (<b>other representatives</b>);</li> <li>Volunteers, trustees and board members, staff and representatives of partner agencies (including consortium partners) and any other individuals, groups or organizations who have a formal/contractual relationship with Save the Children International that involves any contact with children</li> </ul>

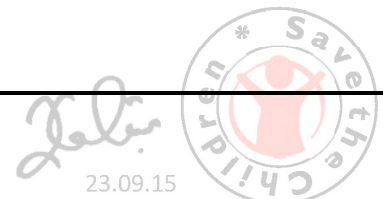
<sup>2</sup> Secretary General's Bulletin Special Measures for Protection from Sexual Exploitation and Sexual Abuse 2003 ST/SGB/2003/13



	<p>(unless it is formally agreed that a partner organisation may enforce its own safeguarding or protection policy), referred to as “<b>partners or staff of partner agencies</b>”</p> <ul style="list-style-type: none"> <li>• Donors, journalists, celebrities, politicians and other people who visit Save the Children programmes or offices in order to make contact with children must be made aware that this Policy applies to them while visiting our programmes or offices. (During this time they are referred to as “<b>representatives</b>”)</li> <li>• All of the above must act in accordance with this Protocol in <b>both their professional and their personal lives.</b></li> </ul> <p>Breaches in the policy can lead to disciplinary action including possible dismissal. For partners/contractors breaches can lead up to and including termination of relation including contractual &amp; partnership agreement. Where relevant, the appropriate legal or other frameworks as per the national laws will be referred to.</p>
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### 3.2 Supporting/RELATED documentation

Links to Supporting Documentation	
1.	A Sample List of Unacceptable Behaviour for Save the Children Representatives, both in Personal Life and Professional Life.
2.	Code of Conduct
3.	Whistle Blowing Policy
4.	<p><b>Key Reference Documents [Hyperlinks to be added later]</b></p> <ul style="list-style-type: none"> <li>• Child Safeguarding Policy</li> <li>• Code of Conduct</li> <li>• Child Safeguarding Checklist</li> </ul> <p><b>Management Roles</b></p> <ul style="list-style-type: none"> <li>• TOR Child Safeguarding Focal Point</li> <li>• Global Guidance for Dealing with Cases of Abuse and Exploitation</li> <li>• Child Safeguarding roles in Job Descriptions</li> <li>• T.O.R. Crisis Management Team</li> <li>• Child Safeguarding Budgeting Tool</li> </ul> <p><b>Awareness, Induction and Training</b></p> <ul style="list-style-type: none"> <li>• Country Office Training of Trainers</li> <li>• Country Office Training of Child Safeguarding Focal Points</li> <li>• Country Office Introductory Training Materials</li> <li>• Child safeguarding in Emergencies and Humanitarian Crises : Keeping Children Safe</li> <li>• Partners Training: Keeping Children Safe <a href="http://www.keepingchildrensafe.org.uk">www.keepingchildrensafe.org.uk</a></li> <li>• Guidance on Cultural Challenges on physical punishment; physical punishment in education, early marriage; child labour; Female Genital Mutilation</li> </ul> <p><b>Awareness Raising Material</b></p>



- Awareness Raising Material Adults
- Awareness raising Material 13-18 years
- Awareness raising Material 8-13 years
- Awareness raising Material 5- 8 years

**Country or Local Procedures**

- Guidance for Country Directors on how to establish Country or Local Procedures and how to undertake a Mapping Exercise.

**Risk Assessment and Mitigation**

- Sample Risk Assessment logs

**Visitors**

- Sample PDI statement

**Partners, Contractors and Sub Grantees**

- Sample simplified policy for inclusion in contracts
- Keeping Children Safe Training materials: [www.keepingchildrensafe.org](http://www.keepingchildrensafe.org)
- Partnership Assessment Tool/Framework

## Sample List of Unacceptable Behaviour

Staff, partners and other representatives must never:

1. Hit or otherwise physically assault or physically abuse children.
2. Engage in sexual activity or have a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Develop relationships with children which could in any way be deemed exploitative or abusive
4. Act in ways that may be abusive in any way or may place a child at risk of abuse.
5. Use language, make suggestions or offer advice which is inappropriate, offensive or abusive
6. Behave physically in a manner which is inappropriate or sexually provocative
7. Have a child/children with whom they are working to stay overnight at their home unsupervised unless exceptional circumstances apply and previous permission has been obtained from a their line manager
8. Sleep in the same bed as a child with whom they are working
9. Sleep in the same room as a child with whom they are working unless exceptional circumstances apply and previous permission has been obtained from a their line manager

10. Do things for children of a personal nature that they can do themselves
11. Condone, or participate in, behaviour of children which is illegal, unsafe or abusive
12. Act in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse
13. Discriminate against, show unfair differential treatment or favour to particular children to the exclusion of others.
14. Spend excessive time alone with children away from others in a manner which could be interpreted as inappropriate
15. Expose a child to inappropriate images, films and websites including pornography and extreme violence
16. Place themselves in a position where they are made vulnerable to allegations of misconduct

(This is not an exhaustive or exclusive list. Staff, partners and other representatives should at all times avoid actions or behaviour which may allow behaviour to be misrepresented, constitute poor practice or potentially abusive behaviour.)



## Appendix-II: Fraud, Bribery and Corruption Policy

### Section 1

#### I.1 POLICY STATEMENT

Save the Children International (SCI) has a “**zero tolerance**” policy towards fraud, bribery and corrupt practices (see definitions below).

All SCI employees, partners and vendors have a duty to protect the assets of SCI and to comply with relevant laws (including the UK Bribery Act 2010).

### Section 2

#### 2.1 principles

**2.1.1** SCI’s policy on Fraud, Bribery and Corruption is guided by the principles of:

- Integrity – SCI will act in a principled and honest fashion.
- Legitimacy – SCI will abide by all applicable laws relating to fraud, bribery and corruption.
- Timeliness – SCI staff will report suspicions of fraud, bribery or corruption in a timely manner.
- Fairness – SCI will investigate allegations of fraud, bribery or corruption in an even-handed way.

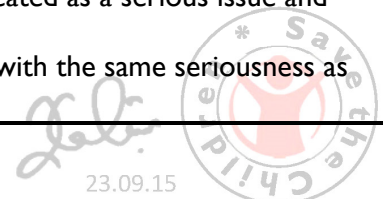
**2.1.2** SCI maintains systems and procedures to ensure that the risks of fraud, bribery and corrupt practices are minimised and that any incidents are detected, investigated, reported and dealt with effectively where they do occur.

**2.1.3** Where fraud, bribery or corrupt practices are detected, SCI will investigate and take appropriate action against staff, consultants, volunteers, partners, vendors and any other implicated party.

**2.1.4** SCI staff, consultants, contractors, secondees, interns and volunteers **must immediately report** any suspicion of fraud, bribery or corrupt practices to the Country Director (if at country office), to the Regional Director (if at regional office) or to a member of the senior leadership team (if at the centre).  
If they do not feel able to report directly to their Country Director, staff can report to their line manager or to [scifraud@savethechildren.org](mailto:scifraud@savethechildren.org).  
For further details about how to report, please see the **Fraud, Bribery and Corruption Procedure [link]**.

**2.1.5** Failure to report fraud, bribery or corruption will be treated as a serious issue and may result in disciplinary measures being taken.

**2.1.6** Attempted fraud, bribery or corruption will be treated with the same seriousness as actual fraud, bribery or corruption under this policy.



23.09.15

**2.1.8 Partners and suppliers** must report to SCI and take action against fraud, bribery or corruption occurring in their organisation and **must immediately report** to their contact at SCI (or the relevant SCI Country Director) any suspicion of fraud, bribery or corruption within SCI.

## Section 3

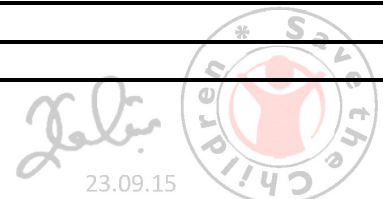
### 3.1 definitions

Word/Term	Definition
<p><b>“Bribery”</b> or  <b>“corrupt practices”</b> or  <b>“corruption”</b></p>	<p>Offering, giving, receiving or soliciting a financial or other advantage in connection with the performance of a position of trust or a function that is expected to be performed impartially or in good faith.</p> <p>Behaviour which amounts to bribery and corrupt practices includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• <u>Paying or offering a bribe</u> – where an individual improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another person in order to influence their conduct in any way.</li> <li>• <u>Receiving or requesting a bribe</u> – where an individual improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence his or her conduct in any way.</li> <li>• <u>Receiving a so-called ‘graft’ or ‘facilitation’ payment</u> – where an individual improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway. For example: where a member of staff at a partner refuses to issue the required travel authorisations without a personal payment also being made.</li> <li>• <u>Nepotism or patronage</u> – where an individual improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts, jobs or other material advantages.</li> <li>• <u>Embezzlement</u> - where an individual improperly uses funds, property, resources or other assets that belong to SCI or a connected organisation or individual. For example, a member of staff using building contractors who have been employed to work on a SCI project to work on their own personal property.</li> <li>• <u>Receiving a so-called ‘kick-back’ payment</u> – where an individual improperly receives a share of funds or a commission from a supplier as a result of their involvement in a corrupt bid or tender process.</li> <li>• <u>Collusion</u> – where an individual improperly colludes with others to circumvent, undermine or otherwise ignore SCI’s rules, policies or guidance. For example, where an individual tries to fix the level of a tender in order to bring it below a certain threshold which has been set by SCI.</li> </ul>

	<ul style="list-style-type: none"> <li>• <u>Abuse of a position of trust</u> – where an individual improperly uses their position within SCI or a connected organisation to materially benefit themselves or any other party. For example, an individual intentionally accessing confidential material they are not entitled to or passing confidential information (such as the contents of a tender bid) to a third party.</li> </ul>
<b>“Fraud”</b>	<p>An act of deception intended for personal gain or to cause loss to another party (even if no such gain or loss is in fact caused). Behaviour which amounts to fraud includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• False invoicing – where an individual knowingly creates or uses invoices that are false in any way.</li> <li>• Expenses fraud - where an individual dishonestly uses the expenses system to pay money or other benefits that the recipient is not entitled to.</li> <li>• Procurement fraud - where an individual engages in any dishonest behaviour relating to procurement or tendering process, e.g. falsely created bids or quotes.</li> <li>• Supply chain fraud - where an individual misdirects or steals goods, forges stock records, or creates fictitious companies through which to channel payments.</li> <li>• Payroll fraud - where an individual dishonestly manipulates the payroll system to make unauthorised payments to him or herself or another. For example, by creating ‘ghost’ employees or dishonestly increasing one’s own salary.</li> <li>• Tax or duty evasion – where an individual knowingly avoids payment of a tax or other duty that he or she is aware should be paid.</li> <li>• False accounting - where an individual deliberately enters false or misleading information into any form of accounting or financial record.</li> <li>• Forgery - where an individual dishonestly creates or alters a document so that the information contained in it is incorrect or in any way misleading.</li> <li>• Bank or cheque fraud - where an individual dishonestly manipulates any banking system or record (such as a cheque, bank statement or electronic transfer).</li> <li>• Brand fraud - where an individual dishonestly uses Save the Children’s name, branding or documentation for unauthorised or illegitimate ends.</li> <li>• Conflict of interest - where an individual knowingly has an undisclosed business interest in an entity involved in a commercial relationship with Save the Children.</li> <li>• Theft – where an individual dishonestly takes or appropriates any item of property that belongs to another.</li> </ul>
<b>“Individual”</b>	<p>In the definitions above this may include but is not limited to an employee, consultant, contractor, intern, secondee or volunteer of SCI, it’s implementing partners and suppliers.</p>

### 3.2 Supporting/RELATED documentation

Links to Supporting Documentation	
I.	Fraud, Bribery and Corruption Procedure



## **Appendix - III: Code of Conduct for IAPG Agencies and Suppliers**



Suppliers and manufacturers to Non-Governmental Organizations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organizations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practiced
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

### **Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

### **Business Behavior:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe. IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

### **Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

### **Disclaimer**

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.



## Appendix-IV: Certification Regarding Terrorism

We the ..... hereby certifies that it has not provided and will not provide material support or resources to any individual or organization that it knows, has reason to know, is an individual or organization that advocates, plans, sponsors, engages in, or has engaged in an act of terrorism.

## Appendix - V:

### **Compliance with Anti-money laundering policy of Bangladesh Bank**

Compliance with Anti-money laundering Policy of Bangladesh Bank

(Link : [http://www.bangladesh-bank.org/aboutus/regulationguideline/aml/nov202013\\_ngo\\_guidelines.pdf](http://www.bangladesh-bank.org/aboutus/regulationguideline/aml/nov202013_ngo_guidelines.pdf))



## Appendix : VI

### Some Important Sections where labor law compliance is required

SL NO	PROVISIONS	L. L. SECTIONS
1.	Appointment Letter	4
2.	ID card with photo	5
3.	Register of worker	09,111, 113
4.	Ticket and card	9
5.	Leave pass/recording rejection of leave	10,115,116,117,118 and 119
6.	Death benefit(if no group insurance policy exists	19
7.	Termination of employment	26, 27
8.	Restriction on appointment of child and juvenile	34
9.	Maternity benefit, restriction on appointment of women and privileges of women workers	45-50 and 109,332
10.	Neat and cleanliness	51-60
11	Safety and security	61-88
12	First aid	89
13	Safety record book and safety board	90
14	Washing Facility	91
15	Canteen facility	92
16	Rest room	93
17	Group Insurance	99
18	Working hours	100-108
19	Closing hours	114
20	Payment of wages	121-137
21	Compensation due to injury	150
22	Provident fund	264

**Records and registers to be maintained for labor law compliance**

<b>SL NO</b>	<b>Register to be maintained</b>	<b>Section</b>	<b>Prescribed form</b>
1	Classification of worker	3	1
2	Appointment letter	4	2(a)(b)(c) and (d)
3	ID card with photo	5	3
4	Service Book	6	4
5	Inspection book	Rule-12	5
6	Attendance Register	9,Rule-13	6
7	Leave Register	10,Rule-15	7
8.	Salary Register	14,Rule-14	8
9.	Over time Register	108	9
10.	Working Notice for adult staff	111	10
11.	Description of establishment	325	11
12.	List of Festival Holidays	118	As per owner's list
13.	Maternity Leave Register	47	12

**Appendix VII: Supplier declaration/compliance form for Save the Children's policies**

We, the Bidder, hereby confirm compliance with:

SL No	General Terms & Organizational Policy	Agreed / Compliance (Yes / No)
1	Child Safeguarding Policy	
2	Fraud, Bribery and Corruption Policy	
3	Code of Conduct for IAPG Agencies and Suppliers	
4	Certification Regarding Terrorism	
5	Compliance with Anti-money laundering policy of Bangladesh Bank	
6	Labor Law Compliance of Bangladesh	

We confirm that Save the Children may in its consideration of our offer, and subsequently, rely on the statements made herein.

Acceptance by the Bidder:  
.....

Signature  
.....

Name  
.....

Job Title  
.....

Company  
.....

Date

