



NOVEMBER 1ST 2021

MALARIA CONSORTIUM NIGERIA

REQUEST FOR PROPOSAL (RFP) FOR THE SUPPLY OF PERSONAL PROTECTIVE & HYGIENE (PP&H) ITEMS FOR ONDO LLIN CAMPAIGN IMPLEMENTATION.

REF NO: MC-NG-ONDO LLIN-ABJ-2021-003- LLIN CAMPAIGN PP&H ITEMS

SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS

Malaria Consortium

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

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

Administrative Information

1. It is the intent of this RFP to secure competitive proposals from capable vendors for the supply of PP&H items for Ondo State LLINs Campaign Implementation.
2. This RFP includes;
 - i) The RFP document
 - ii) The Bidder Response Document (BRD)
 - Vendors shall submit offers electronically to tenders@malariaconsortium.org and in the subject field of the email reference the following **MC-NG-ONDO LLIN-ABJ-2021-003- LLIN CAMPAIGN PP&H ITEMS**
3. Bids must be received on or before **Sunday 14th November 2021 at 17:00 (5pm)**. Bids submitted after the deadline will **NOT** be accepted. Also **note** that bids will be treated on roll in basis and it will closed the moment the required number is received.
4. Bids must be submitted on the BRD and on the official letterhead of the vendor as only bids submitted in this format will be shortlisted.
5. Questions must be sent by email to tenders@malariaconsortium.org with the following bid reference in the subject: **'MC-NG-ONDO LLIN-ABJ-2021-003- LLIN CAMPAIGN PP&H ITEMS'**. All questions must be sent in latest by Friday, 5th November 2021 at 5pm.

6. Malaria Consortium shall notify the winning bidders in writing. Malaria Consortium is under no responsibility to release the identity or contract terms of the winning vendor.
7. Malaria Consortium reserves the right to accept or reject any or all bids, and to accept the bid deemed to be in the best interest of Malaria Consortium, and is not bound to accept the lowest priced bid submitted.
8. Malaria Consortium reserves the right to award contracts to multiple vendors if deemed to be in its best interest.
9. The award criteria shall be based on the proposals overall response and “value for money” while taking into consideration donor and internal requirements and regulations. The award will be determined by a committee of Malaria Consortium employees.
10. The successful vendor shall receive a contract and deliver the service. The contract can be extended upon agreement by both parties.
11. The language for communications and required documents will be in English.

Technical Requirements & Specifications

12. Please find in the table below detailed specification of the PP&H items to be supplied. Award will be made on item by item basis.

Line item #	Item Requested	Item Specification	Quantity	Unit price (Naira)	Amount (Naira)
1	Facemask(cloth facemask)	WHO specification as per annex 1 below	6874		
2	Infrared Thermometer	The thermometer measuring time is 1s and measurement range is 34°C to 42.90C (93.2°F to 109.2°F)	982		
3	Non-surgical Hand Gloves	Non-surgical Hand Gloves , 50 pairs per pack each.	5892		
4	Total				

13. All Bid Validity shall be for a minimum of 90 days

Payment Terms

14. Malaria Consortium will make payment within 30 days after presentation of certificate of completion note/signed waybills/Goods Received Notes and invoice outlining any deductions for loss, damage or late delivery.
15. All payments shall be made in (Nigerian Naira) by bank transfer within 30 days of receipt of valid documentation

16. Payment will be net of tax deduction in accordance with Nigeria tax Laws. Malaria Consortium is VAT exempted but it is mandated to make tax deduction and remit same to relevant tax authority in Nigeria. All vendors are subject to withholding tax deductions.

RFP Mandatory Criteria

17. For to be considered eligible for evaluation, the organization must be registered with CAC, must have Tax Clearance Certificate and must have agreed to be compliant to Malaria Consortiums Policies. Any Bid Not Meeting this Mandatory Criteria will not be Evaluated.

Mandatory criteria found in the BRD (non-adherence disqualifies a bid from further consideration)
<ul style="list-style-type: none"> Completed Bidder Response Document (BRD), evidence of tax remittance and copies of internal policies
<ul style="list-style-type: none"> Signature to confirm compliance with Malaria Consortiums Policies
<ul style="list-style-type: none"> Copy of business registration documents (proof of legal operation in the country of registration)
<ul style="list-style-type: none"> Pricing Proposal, including a full cost breakdown, based on the details provided in this RFP

RFP Evaluation Criteria

18. Proposals will be evaluated based on clarity and completeness of presentation.
- Award will be made per line item based on the technically acceptable proposal with the lowest evaluated price.
 - Bidders who satisfactorily meet the preliminary and mandatory requirements set out in this request for proposal will be required to bring the samples of the items for inspection only.
 - Bidders must score a minimum of 60% before being considered for sighting.

Description (Technical proposal)	Scoring in percentage	Total Score in percentage
Bidder's Experience		
<ul style="list-style-type: none"> At least three relevant client references for similar supply of PPE&H items 	15%	30%
<ul style="list-style-type: none"> Evidence of Previous POs/Contracts for the supply of PPE&H 	15%	
Lead time		
<ul style="list-style-type: none"> Delivery lead time 	30%	30%
Total technical Proposal i.e. (Technical Bid; Bidder's Experience; Financial Capability and Lead time)		60%

Financial Competitiveness Pricing proposal, with total cost estimate for the items, with cost breakdown (Lowest Price Technically Acceptable). Pricing proposal must include cost of delivery of the items to Ondo (delivery will be provided on contract)	40%
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Malaria Consortium Terms and Conditions of Purchase

1 Definitions and Interpretation

These terms and conditions ("**Conditions**") form part of the contract between the supplier ("**Supplier**") and Malaria Consortium (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). Terms not otherwise defined herein shall have the meaning given to them in the applicable Order.

2 Quality and Defects

- 2.1 The Goods and the Services shall, as appropriate:
- a) correspond with their description in the Order and any applicable specification;
 - b) comply with all applicable statutory and regulatory requirements;
 - c) be of the highest quality and fit for each purpose held out by the Supplier or made known to the Supplier by the Customer;
 - d) be free from defects in design, material, workmanship and installation; and
 - e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- 2.2 The Customer (including its representatives or agents) reserves the right at any time without the provision of prior notice to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards

- 3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation including in the areas of child labour and forced labour.
- 3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental, public health & safety, and product safety statutory and regulatory requirements and standards, shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism and shall check its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List and comply with all regulatory requirements relating thereto.
- 3.3 The Supplier shall comply with the following Customer Policies, which are available upon request: Safeguarding and Anti-Bribery. [**Note: query whether these should be defined**]

4 Delivery / Performance

- 4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery. [**Note: need to specify an Incoterm in the Purchaser Order if this is to work.**]
- 4.5 The Customer shall not be deemed to have accepted any Goods or Services and shall retain its right to reject such Goods and Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense and the Supplier shall repay to the Customer any amount paid in relation to such Goods or Services.

5 Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services or a breach of Clause 2.

6 Price and Payment

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

7 Termination

- 7.1 The Customer may terminate the Contract without liability to the Supplier in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and the Supplier shall pay to the Customer any losses (including all associated costs, liabilities and expenses, including legal costs) incurred by the Customer as a consequence of such termination and/or breach from the Supplier at any time if the Supplier:
- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order or other similar bankruptcy process;
 - b) is in material breach of its obligations under the Contract; or
 - c) is in breach of any of its obligations and fails to remedy such breach within 14 days of written notice to remedy from the Customer.
- 7.3 In the event of termination, all existing purchase orders must be completed.

8 Supplier's Warranties

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

9 Force majeure

- 9.1 Neither the Supplier nor the Customer shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control and was not reasonably foreseeable at the date of the Order (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2 If any Force Majeure Event prevents the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10 General

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

Anti-Bribery Policy

1. Purpose and context

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

2. Principles

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

3. Scope

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

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

4. Definition and terms

What is a bribe?

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

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

5. Implementation

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

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

Gifts and hospitality

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

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

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

Facilitation payments and kickbacks

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

Donations

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

Financial Systems

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

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

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

Whistle Blowing

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

Monitoring

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

Anti-Fraud and Anti-Corruption Policy

1. Purpose and context

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

2. Principles

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

3. Scope

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

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

4. Definition and terms

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

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

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

- Falsifying time sheets or payroll records
- Falsifying travel and entertainment expenses
- Fictitious reporting of receipts from suppliers or shipments to customers
- Creation of false invoices or purchase orders, including the back-dating of documents
- Misappropriation of Malaria Consortium and donor equipment, resources and even data
- Misstatement of income
- Misstatement of assets
- Understatement of liabilities
- Paying bribes, that is payment to another person to induce a certain action from them, this includes payments to officials such police officers requesting unofficial payments on road blocks
- Receiving money or gifts in order to undertake a certain action for example ordering with a specific supplier
- Obtaining Malaria Consortium income or assets by deception

- Claiming to provide services to beneficiaries that do not exist, and other forms of identify fraud

5. Implementation

Steps to mitigate occurrence

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

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

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

Safeguarding Policy

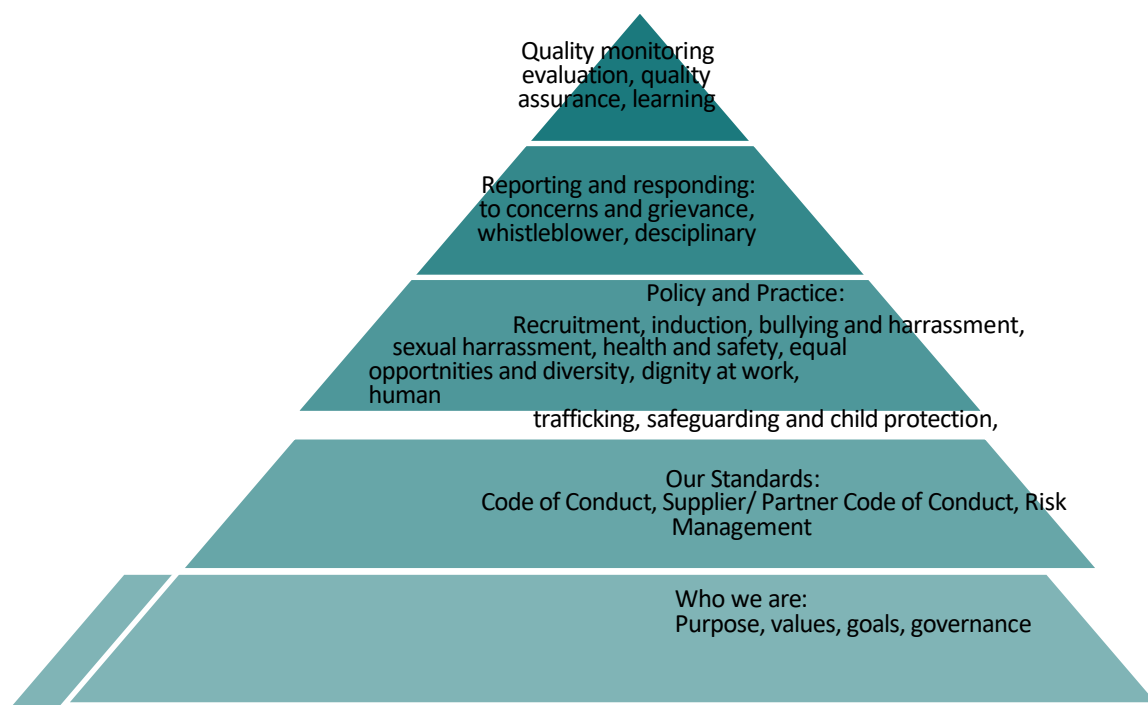
1 Purpose and context

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

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

In recognising our responsibility to protect children and adults in vulnerable circumstances from any harm that may be caused due to their coming into contact with the organisation, Malaria Consortium has developed a Safeguarding Policy, which outlines this commitment and its implications. This policy sits within a policy and governance framework that is underpinned by our values, what we stand for and intend to achieve. We aim to identify and minimise risks, deter and remove opportunities for abuse to occur. This is done by upholding high standards and putting in place stringent mechanisms to monitor these and learn from the past.

Policy Framework



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

2 Principles

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

2.1 Mandatory Compliance

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

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

2.2 Upholding of Protection Rights

- All children and adults in vulnerable circumstances have equal rights to protection from harm. They should be empowered to understand their rights in this area, and made aware of what is acceptable and what they can do if there is a problem or concern.
- Everybody has a responsibility to support the protection of children and adults in vulnerable circumstances.
- Organisations have a duty of care to children and adults in vulnerable circumstances with whom they work, are in contact with, or who are affected by their work and operations.
- If working with partners, organisations have a responsibility to help any partner meet the minimum requirements on protection.
- The Human Rights of children and adults in vulnerable circumstances will be respected and everyone the organisation comes into contact with will be treated with respect and dignity regardless of age, disability, gender, civil status, race, religion or belief; gender and sexual orientation.
- No form of discrimination, harassment, or abuse (physical, sexual or verbal), intimidation or exploitation is acceptable.
- The best interests of the child or adult in vulnerable circumstances will guide safeguarding decisions.

2.3 Zero Tolerance to Inaction

- Malaria Consortium operates a zero tolerance approach to abuse and exploitation. Under no circumstances will any abuse by Malaria Consortium staff and partners be tolerated, and all concerns will be investigated without delay, and each case will be dealt with fairly and professionally and referred to local authorities if required.
- The organisation is open and transparency. Safeguarding concerns will be raised and discussed, poor practice and inappropriate behaviour will be challenged and addressed, and safeguarding measures will be continuously reviewed and strengthened to ensure the organisation remains accountable to children and adults in vulnerable circumstances.
- Managers have a particular responsibility to uphold the highest standards, to set a good example, and to create a working environment that supports and empowers staff. They have a responsibility to understand and promote the policy. They must do all they can to prevent, report and respond appropriately to any concern or potential breaches of the policy.
- Zero tolerance of inappropriate behaviour applies whether a proven incident happens in or out of working hours.
- Malaria Consortium safeguarding approach prevails in all the stages of our operations, projects and activities, thus ensuring the organisation does not harm children and adults in vulnerable circumstances.

3 Scope

The policy applies to all staff members and partners. In this policy 'staff members' and 'staff' are taken to refer to all internal staff and 'partners' is taken to refer to all trustees, consultants, contractors, volunteers, interns, partner agencies, sub-grantees, community workers, suppliers and visitors to projects.

4 Definitions and terms

The following definitions will be used throughout the policy.

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

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

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

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

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

5 Implementation

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

5.1 Prevention

5.1.1 Risk Assessment and Programme Design

Malaria Consortium will assess safeguarding risks at three levels one at the role level, one at the programme design level and one for suppliers.

Role Level

As part of Malaria Consortium's job evaluation process following role design and prior to recruitment every role is assessed for its inherent risk to Safeguarding. This is done by the recruiting manager and Human Resources. This risk level is then validated by the job evaluation committee against other similar roles across the organisation and checked for local contextual factors. Once this is complete the role safeguarding risk level is included on the job description and the employee record in the HR Information System.

The Human Resources Director is responsible for ensuring that all job descriptions reflect the level of risk for each role following the job evaluation process and the Country or Regional Directors are responsible for ensuring all staff have agreed mitigating actions and that they are completed.

Programme/ project Level risk assessment

Malaria Consortium will design programmes in a way which takes into account potential risks to children and adults in vulnerable circumstances, and act to minimise any identified risks. Risks can be intended or unintended, and can be from Malaria Consortium staff, volunteers, vendors, or others associated with the organisation. Risks can also be incidental, such as an activity in which mothers are expected to leave their children at home unattended.

Malaria Consortium incorporates safeguarding into any standard risk assessment it conducts when designing a new project. All projects will be assessed during the design phase for their potential risks to children and adults in vulnerable circumstances, and mitigation strategies developed. Project managers will be responsible for conducting a safeguarding risk assessment for each of their projects, and ensuring the policy is implemented at all times.

The respective Country Director is responsible for signing all project safeguarding risk assessments as proof that it been reviewed and sending them back for filing in the relevant project folder(s). The Country Director will also ensure all high level risks are flagged through the regional risk register to the corporate register if applicable and all medium and low risks are to be monitored by programme and regional management levels.

Supplier

Malaria Consortium requires all suppliers contracted directly by Malaria Consortium, nationally or internationally, to agree to our Procurement Terms and Conditions, including our ethical standards.

Malaria Consortiums Procurement Terms & Conditions, ethical standards (section 3.1): “The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation, including in the areas of child labour and forced labour”

Malaria Consortium will also check all suppliers from whom Malaria Consortium procures supplies or services nationally or internationally, against international sanctions and vetting lists which, amongst other details, include persons or entities that are convicted of engaging in or supporting sanctioned activities, including human trafficking. Malaria Consortium will not procure from any suppliers on international sanctions and vetting lists.

5.1.2 Recruitment and Selection

The organisation has guidelines in place covering the recruitment process of all staff. The recruitment guidelines will be reviewed and updated regularly to ensure that they accurately reflect ‘safe recruiting’ and screening standards.

5.1.3 Checks

Malaria Consortium expect all suppliers to conduct security checks such as references and police checks as part of their recruitment processes.

5.1.4 Induction and Training

Malaria Consortium expect all suppliers to include safeguarding training as part of their induction programme and refresher trainings.

5.1.5 Informing Communities and receiving complaints

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

5.1.6 Regulation of Communications – Use of Images and information on Children and Adults in Vulnerable Circumstances

Malaria Consortium recognizes that children and adults in vulnerable circumstances can be unintentionally put at risk through images, video, or other documentation and images. All project managers and partners are responsible for reviewing photography and film captured during the course of their work, before they are used in the public domain, for any potential breach of the Safeguarding Policy.

Social media

Malaria Consortium recognizes that there are certain risks particular to children and adults in vulnerable circumstances, which can be posed by staff using work photos on their personal social media sites. For this reason, no staff member, partner, volunteer, trustee, agency, company or consultant employed by Malaria Consortium will post photos relating to the organisation's activities, on personal social media sites such as Facebook, Twitter, Instagram, without the express permission of the person whose photo has been taken.

5.2 Responsibilities

5.2.1 Staff and Partners

Part of safeguarding children and adults in vulnerable circumstances is ensuring that all Malaria Consortium staff and partners understand clearly the behaviour that is expected of them when they come into contact with children and adults in vulnerable circumstances.

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

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

5.3 Reporting

5.3.1 Incident Reporting

It is mandatory for any allegation, belief about or suspicion of, abuse, neglect or exploitation of a child or adult in vulnerable circumstances by a Malaria Consortium staff member or partner to be reported immediately to either the respective in-country **Safeguarding Focal Point**, the **Country Director**, the **HR Director** or the **Chief Executive** in the absence of the **HR Director**. Suppliers should report an incident immediately to the relevant national authority. This should be done, **ideally within 24 hours** of the occurrence of the incident or report of the incident.

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

Beneficiaries should report their concern to a representative of the organisation.

5.3.2 Confidentiality of reporting

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

5.3.3 External incidents

There may be cases when Malaria Consortium staff, volunteers and others come across incidents of abuse or exploitation which may be committed by someone not connected with Malaria Consortium, at times within beneficiary communities and at other times in the broader community. Such incidents do not constitute a breach of the Safeguarding Policy, as they have not been perpetrated by a Malaria Consortium staff member or other person or entity associated with Malaria Consortium. However, as children and adults in vulnerable circumstances are beneficiaries in the communities in which Malaria Consortium works, and the health and wellbeing is of paramount concern, staff members have a moral obligation not to ignore external cases, but report to the Country Director and/or the relevant national authority.

5.4 Breaches

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

5.4.1 Investigation

Any alleged breach of the Safeguarding policy will be investigated and dealt with.

Investigations will differ depending on the type and severity of the concern, but at a minimum will:

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

5.4.2 Disciplinary measures

Where an investigation involving a member of staff finds there is a case to answer, the employee will be invited to a disciplinary hearing. If upheld, the disciplinary sanction will vary with the severity of the breach, and will always be applied using the best interests of the child or adult in vulnerable circumstances. If the disciplinary hearing finds gross misconduct has taken place, the staff member's

contract will be immediately terminated. For less severe breaches, Malaria Consortium will employ various responses ranging from verbal warning, written warning, refresher training and referral to counselling, or a review of current job responsibilities.

5.4.3 Procedures for criminal breaches

If it is suspected that the breach is criminal in nature, local authorities will be contacted, taking into account what is in the best interests of the child or adult in vulnerable circumstances and the safety of their family and community. The member of staff or partner will be suspended or removed from contact with children or adults in vulnerable circumstances.

Where it is required by a donor, they should be informed of criminal breaches within the time-frame specified.

5.5 Support for survivors

Malaria Consortium will proactively support any staff, partners or beneficiaries who have been victimised during direct interactions with the organisation. Proof of victimisation will not be a pre-requisite for Malaria Consortium to act on a claim. We will work with specialists to identify and make available relevant support that the survivor can then choose to access.

Safeguarding and HR Focal points in our country locations will keep a register of all Suppliers e.g. local charities and government organisations that provide specialist advice, survivor support and counselling. In the event that a member of staff or community member has been victimised and is in need of, or requesting support, Malaria Consortium will work in partnership with these Suppliers. To facilitate access for the survivor to the relevant services the case handler will raise the issue of support. In the case where the trauma may be severe, we will work with specialist organisations to triage and manage the care required.

Malaria Consortium also subscribes to an Employee Assistance Programme that provides first level support locally to any staff member that is in need of counselling and support.

5.6 Monitoring and Review

Data and indicators related to implementation of this policy and procedure will be reviewed by the GMG on a quarterly and annual basis. If political, security, or programme changes warrant a more frequent review, it is the responsibility of the Country Director to do so, with support from HQ.

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

however it is the individual's choice how they wish to identify themselves.