Date: 11/02/2022

Invitation to Tender
Transparency International UK (TI-UK) invites bids for the provision of Medicine Procurement Pricing Data Retrieval, standardisation and publication. This tender pack has been compiled to provide all the information required to understand our requirements, and complete a response to the tender, should you wish.

The tender pack includes the following elements:

Part 1: Invitation to Tender Document
- Overview of TI-UK
- Project Overview and Requirements
- Award Criteria
- Instructions and Key Information

Part 2: Core Requirements & Specifications
- Provides a detailed description of TI-UK specific requirements & specifications

Part 3: Bidder Response Document
- A template to be used to submit your response to this Invitation to Tender
- Quotation to be completed
- Terms and Conditions of Bidding

Part 4: Appendices
- Terms and Conditions of Purchase
- Anti-Bribery and Corruption Policy
- Anti-Fraud
- Forced Labour and Human Trafficking
- Safeguarding Policy

Responses should be submitted no later than 5pm GMT on 14/03/2022 using the Bidder Response Document provided in Part 3 of this tender pack.

Queries in relation to this tender can be directed to Tom Wright, Research Manager, at twright@transparency.org. We look forward to receiving your response.
Part 1: Invitation to Tender Document

1.1 Overview of TI-Global Health

The Covid-19 pandemic has highlighted the lack of transparency and potential for corruption in health systems around the world. Every day, around the world, people suffer and die as a consequence. For some, the only access to treatment is by paying bribes.

Others receive bogus, unsafe or ineffectual treatments, while billions earmarked by governments are wasted on corrupt and opaque procurement of medicine, services and health care facilities.

Even before the pandemic, corruption took a huge toll on global health care. Of the $7.5 trillion spent globally on health, the WHO estimated $500bn was lost to corruption every year. That is more than enough to achieve healthcare for all – a key United Nations commitment. That figure is likely to have soared in the wake of Covid-19.

Our Vision is a world free from corruption, where people have access to the health care they need, and where every penny earmarked for the sector goes to improve a country’s health care services.

Our Mission is to ensure effective, accountable and transparent health systems which leave no room for corruption and deliver Universal Health Coverage, a key United Nations Commitment.

Our three areas of focus are key points of influence in the health care system:

- Research and Development of new technologies and drugs
- Procurement and allocation of resources
- Health care deliver to the patient

By ensuring transparency in these three areas, we can ensure that there is a greater degree of transparency across the whole health system.

As countries emerge from the worst of the pandemic, there will be increased pressure on health systems to be efficient and effective.

We will use this opportunity to embed greater transparency into national health systems, and ensure that global health actors, including key multilaterals such as the WHO, and World Bank, champion transparency, and embed it into their strategies, and approaches.

For more information on the work we undertake and recent achievements, visit our web-site at https://www.ti-health.org

1.2 Project Overview and Requirements

Location of Consultancy

Remote

Consultancy Description

TIGH is looking to hire a consultant to

1. Retrieve, standardise, publish prices of medicines as contained in public procurement information in at least 8 countries around the globe.

Background
Medicine pricing data is defined here as information on the price of pharmaceuticals to authorities purchased through public procurement mechanisms. Price transparency, together with other information, can help to define the value of medicines and enables informed decision making.

**Problem Statement**

Positive developments around medicine pricing transparency have occurred in recent years, of particular note was the 2019 World Health Assembly declaration which urged member states to open and release medicine pricing data. There has also been the introduction of many country led initiatives.

However, such data is often fleetingly released, is not standardised, comparable to other countries or it is kept in remote and difficult to access databases. As a result it is often difficult to access data, and to make comparisons; limiting its utility as a tool to increase access to care, and improve health equity.

A lack of pricing information makes it difficult for purchasers (often governments or agencies thereof) to make an informed judgement on what the best price for medicines is. Opacity contributes to huge asymmetries in access to information between governments within the market for medicines; governments are far too often price-takers rather than price-makers. In low- and middle-income countries prices for basic generic medicines can far exceed wealthy-country prices.

TI is looking to engage a consultant to conduct a stock take of publicly available government contracting data sets globally, compile that data, and analyse it to better understand how and if greater medicines pricing transparency can improve accountability, improve pricing, and/or identify risky practices that may allow fake or substandard medicines to enter the market.

**Objectives**

The overall objective of this project is to compile structured and transparent public procurement medicine pricing data that can be used for further research.

**Key Activities**

**Data availability and compilation**

Based on a rapid data scoping report and conversation with TIGH, the successful bidder will compile and standardise medicine pricing data from 8+ countries in line with key Open Contracting Data Standard (OCDS) categories including those in the newly released medicine pricing extension. This data should be openly and transparently available online on the TI Health website.

The research project will review currently publicly available, structured datasets which contain at a minimum detailed information on unit prices, purchased quantities, detailed product codes and descriptions. The level of granularity of unit prices and the amount of administrative procurement data recorded will be decided upon in collaboration with TIGH after the initial scoping review.

The data should as much as possible allow for the following research objectives:

1. **Public accountability in the procurement of medicines**: using compiled data (both administrative and pricing) to analyse corruption or transparency risk factors in the public procurement of medicines. This could include an analysis about the link between prices, corruption risks and the overall price of products.

2. **Pricing data and medicine quality**: exploring the link between pricing and risks of substandard and or falsified medicines in specific countries or regions. This could be based a
set of indicators such as the ones in the “Risk Factors for Poor-Quality Medicines” section of this article, the outcome of which could be tested using external data sources or outside of this specific project by other organisations. Such an approach could be useful for refining models on how market prices link to substandard and falsified medicines.

3. Controlling prices and procurement transparency. research could work towards the development of internal and/or external reference pricing for priority medicines. By comparing similar items, procurement methods, and type of buyer it is possible to understand average or “acceptable” medicine prices. Another avenue of exploration could be analyzing pricing data to uncover how and where spending aligns to health needs in countries.

Outreach and research committee

The Supplier should be available for a period of 6 months to take a role in the research steering committee for the use of this data. This would require around 32 hour meets worth of time.

Data to be collected

For the medicine specific aspects of the data, the consultant should refer to the OCDS medicines extension from OCP. The following pieces of information should be as part of this project:

- **Active Ingredient** - the active ingredients, typically chemical compounds or biological substances.
  - The name of the active ingredient. It is recommended to use the Latin name from the International Nonproprietary Names (INN). Also known as: generic name, drug, substance name, active substance. Must Have
  - Strength of each active ingredient, ideally in mg/ml. Also known as: concentration, potency. Must Have
  - Unit in which the price of the active ingredient is measured. When standardised at its lowest level, this is often called “counting unit” (when available)

- **Quantity of active ingredient bought**
  - The common name of the container, from the container codelist.
  - The storage capacity of the container using the unit classification scheme.
  - The number of containers bought. The quantity is expressed in interval notation, for example: "[10,10]" for 10 units, "[1,10]" for 1 to 10 units, or "[10,INF]" for 10 or more units.

- **Dosage form** - The dosage form in which the medicine is available, from the dosageForm codelist. This should adhere to the OCDS code list on dosage form.

- **The route by which the medicine can be administered**, from the administrationRoute codelist.

Beyond this, the data should also include administrative procurement data. This should also follow the OCDS schema, be standardised across countries where possible and include at a minimum and where applicable: price, ceiling price, award date, buyer name, supplier name, identifiers for all entities, delivery schedules, payment data, contract title, description, implementation location, number of bids, procedure type and CPV codes.

Data Scoping and collection considerations
The supplier should conduct a scoping exercise of 15+ countries to assess the data structure of medicine procurements in each. This should include an assessment of what can be available as well as how often it is and for what type of products. This will inform our data collection approach, including which countries, (and if applicable) medicines and types of procurement to focus on.

Whilst the above data structure in “data to be collected” would be ideal, TIGH recognises that it may not be possible to always retrieve all or any unit level data in certain contexts. This should be assessed as part of the scoping stage, and presented to TIGH and the research committee along with recommendations for how to proceed. Based on these findings we may choose collaboratively to prioritise countries with already existing quality data at the unit level or to retrieve a mix. The final decision will take in to consideration the global applicability of country samples, the quality of their unit level data and whether the research objectives can be achieved.

As part of the scoping stage the supplier should assess to what extent framework agreements could be included in this data collection process.

### Deliverables

<table>
<thead>
<tr>
<th>Deadline</th>
<th>Deliverable</th>
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<tbody>
<tr>
<td>28/03/2022</td>
<td>Kick off meeting</td>
</tr>
<tr>
<td>05/04/2022</td>
<td>Co-development of research committee leading to establishment of committee</td>
</tr>
<tr>
<td>15/04/2022</td>
<td>Data scoping presented to committee</td>
</tr>
<tr>
<td>15/05/2022</td>
<td>Data compiled and standardised</td>
</tr>
</tbody>
</table>

1.3 Award Criteria

TI-UK is committed to undertaking a fair and transparent tender process, and ensuring that all bidders are treated and assessed equally during this tender process. TI-UK is not bound to accept the lowest costed tender or any tender offered.

Bidder responses will be evaluated against three categories of criteria: **Essential**, **Capability** and **Commercial**. These criteria allow TI-UK to determine which bidder is able to offer the best quality and most commercially competitive solution to our needs and deliver the most effective programme solution.

**Essential Criteria**: these are criteria which bidders must meet in order to be successful and progress to the next stage of evaluation. If a bidder does not meet any of the essential criteria they will be excluded from the tender process. This criteria is scored as Pass or Fail.

**Technical and Capability Criteria**: these are criteria that will be used to evaluate the bidder’s ability, skills, and experience. We shall wish to ensure that the bidder has fully understood our project requirements and provided us with a solution tailored to our specific needs. This criteria has a maximum weighting of 70%.

**Commercial Criteria**: these are criteria that will be used to evaluate the commercial competitiveness of a bid. Delivering value for money and abiding by our ethical framework are aspects we consider. This criterion has a minimum weighting of 30%.
The exact weighting of bids between capability and commercial will be determined at the time of evaluation.

**Vetting of bidders** takes place before any goods or services are supplied. This can involve checking bidders against Global Watch Lists, Enhanced Due Diligence Lists, and Politically Exposed Person Lists etc. This process takes place after an award has been made. If any information provided by the Bidder throughout the tender process is incorrect, or circumstances alter, TI-UK reserve the right to reverse their award decision.

**1.4 Instructions and Key Information**
Costs incurred in the preparation and responding to this tender are the responsibility of the bidder and will not be reimbursed by TI-UK. TI-UK reserves the right to reject any or all tender proposals submitted. The contents of the tender proposal will become part of the contractual obligations if agreement is reached.

The issuing of this tender pack represents the start of the tender process.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Questions from Bidders</td>
<td>07/03/2022 12pm GMT</td>
</tr>
<tr>
<td>Deadline for Return of Bids</td>
<td>14/03/2022 5pm GMT</td>
</tr>
<tr>
<td>Award Contract</td>
<td>21/03/2022</td>
</tr>
</tbody>
</table>

The above timings/dates are shared for indicative purposes and may be subject to change. TI-UK commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

Bidders wishing to submit proposals must follow the guidance in the Bidder Response Document section. The submission of the documentation to TI-UK confirms that the bidder response is accurate and can be relied upon.

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format outlined may be treated as void under the Essential Criteria assessment.**

Bids should be submitted electronically, in English by the deadline above.

- The Email containing the bid should be sent to the named individual highlighted.
- To ensure that the email is treated within a sealed tender box the subject of the email should be ‘**Invitation to Tender: Bidder Response Enclosed - Bidder Name and Date**’.
- **DO NOT SEND QUESTIONS** at this stage as under the sealed tender box approach the bid document will not be reviewed until the deadline for bids has expired.
- **Do not copy other TI-UK email addresses** into the email when you submit as this may invalidate your bid.

Suppliers have the opportunity to submit clarification questions regarding any aspect of this tender pack. The deadline for submitting clarification questions is highlighted above. To ensure fairness to all bidders, questions must be submitted by email and the response to all questions will be shared with all suppliers simultaneously.

All bids must remain valid and open for consideration for a period of not less than 60 days from the Closing Date.
Part 2: Core Requirements & Specifications

The successful applicant can be either an individual or an organisation with a proven track record of conducting detailed research and producing reports on the above in relevant contexts. The core requirements are as follows:

- 7 years’ experience conducting research on international issues
- A researcher with a masters or PHD degree to take the lead
- 3 years’ experience conducting research on community groups, procurement, open data, corruption and /or governance in LMICs (this can be cumulative)
- Fluency in English
- Proven experience designing and implementing multi-country research methodologies

Support

The consultant will be provided with access to relevant resources and research held by TIGH. TIGH will provide contact details and introductions to relevant stakeholders in countries where the project is being conducted through the in country partner chapters.
Part 3: Bidder Response Document

To apply for this consultancy, you will ensure that you send in your proposal (for a full checklist see the bottom of this ITT):

- A completed technical proposal to the specifications set below
- If applying as part of a group – a completed capability proposal as specified below
- A completed commercial proposal to the specifications set below
- A completed bid response template

3.1 Bid Response Template

Please complete the following template. This will ensure that the bid has met the requirements under the Essential Criteria.

<table>
<thead>
<tr>
<th>Key Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Company Name</td>
</tr>
<tr>
<td>Web-site</td>
</tr>
<tr>
<td>Main address</td>
</tr>
<tr>
<td>Registered address (if different)</td>
</tr>
<tr>
<td>Company Registration Number</td>
</tr>
<tr>
<td>Year of Registration</td>
</tr>
<tr>
<td>VAT Registration Number</td>
</tr>
<tr>
<td>Total Turnover / Revenue (for last three years where applicable)</td>
</tr>
<tr>
<td>Key Contact for this Tender</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Job Title</td>
</tr>
<tr>
<td>Phone / Mobile</td>
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<tr>
<td>Email</td>
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</table>

<table>
<thead>
<tr>
<th>Essential Criteria</th>
<th>Yes / No</th>
<th>Comments / Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1 | The Bidder and their employees (and any sub-contractors) have reviewed and agree to comply with TI-UK’s policies and codes of conduct listed below:  
   1. Anti-Bribery and Corruption  
   2. Anti-Fraud  
   3. Anti-Forced Labour and Human Trafficking  
   4. Safeguarding. | | |
| 2 | The Bidder confirms it is not a prohibited party under applicable sanctions laws or anti-terrorism laws or under goods under sanction by the US, EU or UK. | | |
| 3 | The Bidder confirms it is fully qualified and registered to trade with TI-UK if applicable. | | |
| 4 | The Bidder confirms they fully | | |
understand and comply with the relevant tax regulations in the country where they operate.

5 The Bidder confirms they can provide two recent references for similar products/services.

6 The bidder accepts the Conditions of Tendering.

7 The Bidder accepts that they will be able to comply with the envisaged Terms and Conditions of Purchase included within the annexes. Where significantly different clauses would apply these should be highlighted.

<table>
<thead>
<tr>
<th>Commercial Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Question</td>
</tr>
<tr>
<td>1 The Bidder confirms that the prices quoted will remain valid for a period of 12 months.</td>
</tr>
<tr>
<td>2 The Bidder confirms that the quotation has been provided in the format outlined in section 3.2 including costs related to VAT.</td>
</tr>
<tr>
<td>3 Please describe the pricing structure and means of billing that you would intend to undertake to maintain this arrangement going forward into subsequent years.</td>
</tr>
</tbody>
</table>

3.2 Technical and Capability Proposal

<table>
<thead>
<tr>
<th>Technical Criteria</th>
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</thead>
<tbody>
<tr>
<td>Within the proposal, please ensure the following statements are responded to:</td>
</tr>
<tr>
<td>• Please describe the availability of your people to deliver this tender on time including details of specific deadlines you would require from us</td>
</tr>
<tr>
<td>• Please describe the Quality Control measures that will be undertaken with respect to the product/services in this tender</td>
</tr>
<tr>
<td>• A work plan for the entire duration of the consultancy</td>
</tr>
<tr>
<td>• The technical and research approach to delivery of the project</td>
</tr>
<tr>
<td>• CV(s) of personnel proposed to be part of this assignment (does not count to word limit)</td>
</tr>
<tr>
<td>• An organogram (if applicable – does not count to word limit)</td>
</tr>
<tr>
<td>• Description of any potential risks associated with delivery of the project to time and budget and how you intend to mitigate those risks.</td>
</tr>
<tr>
<td>Max 1500 words</td>
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</tbody>
</table>

| Capability Criteria |
Please describe your capability to deliver this type of service / product and recent experience of successfully delivery of such a service.

- Experience working in LMICs, specifically in Sub-Saharan Africa and South Asia.
- Experience of research in Corruption, Governance, Innovation, Data, Procurement and/or health.
- Experience of research or implementation in regards to the embedding of innovative solutions or data into social or community initiatives in LMICs.
- Experience of multi-country social research.

(Max 1000 words. If applying as an individual this part of the proposal is optional but please include in CV)

3.3 Quotations

The total cost of the tender will be assumed for the purpose of evaluating the bids to be the final offer. Quotations should be submitted in UK Sterling. TI-UK will not absorb additional costs arising from exchange rate fluctuations that the bidder may be subject to.

The overall value of the contract should not exceed £15,000, including all expenses incurred during the report.

The quotation for the tender, shall set out the following:

- A total cost for the bid with the net cost and VAT element highlighted separately
- A price for the scoping stage and for the data collection stage, where possible giving per country costs
- Any additional costs for report writing and committee presentations
- Any additional costs for data storage and publication
- Any price increases during the term of the contract
- The billing structure.

3.4 Terms and Conditions of Bidding

Definitions

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

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

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

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

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

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

(f) Invitation to Tender - the Tender Information, these Conditions, TI-UK’s Terms and Conditions of Purchase, TI-UK’s Anti Bribery and Corruption Policy, TI-UK’s Anti-Fraud Policy, TI-UK’s Forced Labour and Human Trafficking Policy, TI-UK’s Safeguarding Policy.
TI-UK Invitation to Tender

(g) **TI-UK** – Transparency International – U.K. a charitable company limited by guarantee registered in England and Wales (Registered Company number: 02903386, Charity number: 1112842), who's registered address is 10 Queen Street Place, London EC4R 1BE

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

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

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

**Late tenders**
Tenders received after the Closing Date will not be considered, unless there are in TI-UK’s sole discretion exceptional circumstances which have caused the delay.

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

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

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

**Prices Invitation to tender**
Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

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

**Non-Disclosure and Confidentiality**
Potential suppliers must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to TI-UK’s employees, officers, partners or its business or affairs (the “Confidential Information”) as confidential. All Potential suppliers shall:

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

**Award Procedure**
TI-UK’s will review the Potential suppliers and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

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

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

**Anti-Fraud**
All Potential suppliers are required to comply fully with TI-UK’s Anti-Bribery and Corruption Policy (attached to these Conditions).

**Forced Labour and Human Trafficking**
All Potential suppliers are required to comply fully with TI-UK’s Forced Labour and Human Trafficking Policy (attached to these Conditions).

**Safeguarding**
All Potential suppliers are required to comply fully with TI’s Safeguarding Policy (attached to these Conditions).

**Exclusion Criteria**
Any Potential supplier is required to confirm in writing that:

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

**Conflict of Interest / Non Collusion**
Any Potential supplier is required to confirm in writing:

• That it is not aware of any connection between it or any of its directors or senior managers and the directors and employees of TI-UK which may affect the outcome of the selection process. If there are such connections the Potential supplier is required to disclose them.

• Whether or not there are any existing contacts between TI-UK, and any other Transparency International entity, and it and if there are any arrangements which have been put in place over the last twenty-four (24) months.

• That it has not communicated to anyone other than TI-UK the amount or approximate amount of the tender.

• That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
<table>
<thead>
<tr>
<th>Clause</th>
<th>TI-UK Intended Agreement</th>
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</thead>
<tbody>
<tr>
<td>Confidentiality Clause</td>
<td>None of the parties shall disclose to any person or use for any purpose any confidential information of the other as a result of entering into this Agreement. This restriction shall continue to apply after the expiration or termination of this agreement without limit of time. These obligations shall cease to apply to knowledge or information which may properly come into the public domain (through no fault of the party concerned) or is required by law to be disclosed upon production.</td>
</tr>
<tr>
<td>Termination Clause</td>
<td>Either Party may terminate this Agreement if:</td>
</tr>
<tr>
<td></td>
<td>1. the other Party is in repudiatory breach of this Agreement and fails to remedy the breach (if capable of remedy) within 30 days of written notice of the breach being given by the Party not in breach or persistently breaches of any of its obligations under this Agreement;</td>
</tr>
<tr>
<td></td>
<td>2. the other Party ceases to conduct business in the normal course, becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income, passes a resolution for its winding up, or the other Party enters into any composition or arrangement (whether formal or informal) with its creditors;</td>
</tr>
<tr>
<td>Assignment Clause</td>
<td>This agreement shall operate for the benefit of and be binding on the respective successors in title and permitted assigns of each party.</td>
</tr>
<tr>
<td>Independent Contractor Clause</td>
<td>The Consultant is an independent contractor and nothing in this Agreement shall render it an employee, agent or partner of the Customer and the Consultant shall not hold itself out as such.</td>
</tr>
<tr>
<td>Force Majeure Clause</td>
<td>Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond the reasonable control of that party, including but not limited to adverse weather conditions, natural disasters, fires, floods, explosions, earthquakes, nuclear disasters, insurrection, riots, acts of terrorism, war, and acts of Government (a “Force Majeure Event”).</td>
</tr>
<tr>
<td></td>
<td>• In the event of a Force Majeure Event, the affected party’s performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have a reasonable extension of time for performance of its obligations in the circumstances.</td>
</tr>
<tr>
<td></td>
<td>• If the Force Majeure Event continues for more than 30 consecutive days, the unaffected party may terminate this Agreement with immediate effect.</td>
</tr>
<tr>
<td>Currency Clause</td>
<td>Unless otherwise stated, all quotes and estimates are made in Sterling</td>
</tr>
</tbody>
</table>

TI-UK Invitation to Tender
and all estimates and payments in foreign currencies shall be deemed to be in Sterling at the exchange rate published by Reuters at the close of business on the day that the said quote or estimate was supplied or payment made.

**Counterparts Clause**  
This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

**Costs clause**  
Each party shall pay the costs and expenses incurred by it or it in connection with the entering into and completion of this agreement.

**No partnership or agency clauses**  
This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties, other than the rights and obligations expressly set out in this agreement. Neither party shall make or hold itself out as having authority to make any commitments on behalf of the other party.

**Jurisdiction Clause**  
The parties irrevocably submit to the courts of England and Wales to resolve disputes arising under this agreement, including non-contractual claims.

**Language Clause**  
Clause that the English (or other language version) prevails; and the contract is governed by English law in any event.

**Publicity / Announcement Clauses**  
No announcement or information concerning this agreement or any associated matter shall be released or authorised in any advertising, publicity, promotional or other marketing activities without the prior written consent of the other party. Consent not to be unreasonably withheld or delayed.

**Time of the Essence Clause**  
Time shall be of the essence in this agreement.

**Variation Clause**  
Except as expressly provided in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Accordingly modifying the contract in a conversation will not be legally effective. Oral modifications are excluded.
TI-UK Values and Principles

Fully up-to-date TI-UK policies can be found on our web-site at the following link (https://www.transparency.org.uk/who-we-are/governance/policies-procedures/)

Transparency International Principles

Transparency International is a civil society organization committed to respecting the following principles:

1. As coalition builders, we will work cooperatively with all individuals and groups, with for profit and not for profit corporations and organizations, and with governments and international bodies committed to the fight against corruption, subject only to the policies and priorities set by our governing bodies.

2. We undertake to be open, honest and accountable in our relationships with everyone we work with and with each other.

3. We will be democratic, politically non-partisan and non-sectarian in our work.

4. We will condemn bribery and corruption vigorously and courageously wherever it has been reliably identified.

5. The positions we take will be based on sound, objective and professional analysis and high standards of research.

6. We will only accept funding that does not compromise our ability to address issues freely, thoroughly and objectively.

7. We will provide accurate and timely reports of our activities to our stakeholders.

8. We will respect and encourage respect for fundamental rights and freedoms.

9. We are committed to building, working with and working through National Chapters worldwide.

10. We will strive for balanced and diverse representation on our governing bodies.

11. As one global movement, we stand in solidarity with each other and we will not act in ways that may adversely affect other Chapters or the TI movement as a whole.

Policies relevant to Procurement

TI-UK requires all suppliers of goods and services to uphold values and principles that help ensure our funds are not diverted to those engaged in:

- Bribery and Corruption;
- Fraud;
- Forced Labour and Human Trafficking.

We also wish to ensure that all our people can work with confidence in an environment where Safeguarding is protected.

Anti-Bribery and Corruption

TI-UK has a zero tolerance policy towards the giving and receipt of bribes, and of bribery and corruption in any form. TI-UK aspires to operate to best practice standards, and complies with all relevant laws in all the jurisdictions in which it operates. This extends to all of TI-UK’s dealings and transactions in all countries in which it or its consultants and associates operate. This approach
underpins TI-UK’s anti-bribery programme, which is regularly revised to capture changes in corruption risk, law and best practice.

TI-UK anti-bribery programme is compatible with the Business Principles for Countering Bribery and the Bond Anti-Bribery Principles for NGOs (Bond Anti-Bribery Principles).

<table>
<thead>
<tr>
<th>High Level Commitment</th>
<th>The Board and Senior Management are committed to and oversee the implementation of a policy of zero-tolerance, recognising that bribery is contrary to fundamental values of integrity, transparency and accountability and undermines organisational effectiveness.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk Assessment</td>
<td>Risk assessment is an integral part of the organization’s overall and on-going risk management process.</td>
</tr>
<tr>
<td>Devise and Implement Robust Procedures</td>
<td>The organization has devised, implemented and maintains robust procedures which are proportionate to the risks and to the size, resources and complexity of the organization.</td>
</tr>
<tr>
<td>Due-diligence assessments of partners, agents and contractors</td>
<td>Bribery risk is assessed when entering into partnerships or contracting arrangements with other entities and then carries out periodic due diligence based on risk.</td>
</tr>
<tr>
<td>Dissemination and Communication</td>
<td>Effective means for internal and external communication of policies and procedures. Training and awareness to ensure employees, agents and partners are aware of potential risks, how bribery might affect them, what they should do if they are offered a bribe, and the consequences should they be found or have made or received a bribe.</td>
</tr>
<tr>
<td>Monitoring &amp; Evaluation</td>
<td>Periodic reviews of anti-bribery procedures are made and reported as part of governance and accountability processes.</td>
</tr>
<tr>
<td>Collective Action</td>
<td>Commitment to sharing information and strengthening collective action to prevent bribery.</td>
</tr>
<tr>
<td>Openness</td>
<td>Encouraging a culture of openness in which bribery risks are discussed, in order to respond better to both immediate circumstances and in the longer-term.</td>
</tr>
<tr>
<td>Transparency</td>
<td>Commitment to be fully transparent about both its approach to anti-bribery and all relevant information such as entries to the gifts and hospitality registers and sources of its funding.</td>
</tr>
</tbody>
</table>

In order to mitigate risks TI-UK have the following procedures in place:

| Gifts | No TI-UK Trustee, Advisory Council (AC) member, employee, consultant or volunteer accepts directly or indirectly any discount, gift, entertainment (which includes meals, cultural events, tourist visits etc.) or favours (referred to as gifts) that may influence or be perceived to influence the exercise of their official function, or the performance of their official duties or their judgement.  

All gifts with a value of more than £75 are refused. All gifts between the value of £30 and £75 are registered in the TI-UK register of gifts. Such gifts are reported to the Chief Executive and via them to the Board. The register is maintained and is also publicly available on the TI-UK website.  

Gifts with a value below £30 should be reported to the recipient’s line manager and may be kept by staff unless there are particular reasons to refuse the gift or add it to |

TI-UK Invitation to Tender
Hospitality includes meals, entertainment, transport, accommodation and any other activities that could reasonably be interpreted as offering or receiving hospitality. TI-UK’s policy on giving and receiving hospitality is:

No TI-UK trustee, AC member, employee, consultant or volunteer:

- Accepts directly or indirectly any hospitality (as defined) that may influence or be perceived to influence the exercise of their official function, or the performance of their official duties or their judgement
- Offers directly or indirectly any hospitality (as defined) that may influence or be perceived to influence improperly the actions of other persons (including foreign public officials).
- All hospitality received or given of a value estimated to exceed £50 is reported to the Chief Executive and recorded in a register that is maintained and publicly available on the TI-UK website.

Overseas travel is a key risk area for TI-UK, and its zero tolerance policy applies equally to overseas travel. In particular, TI-UK recognises that facilitation payments are bribes and illegal. Facilitation payments are small payments made to secure or speed up routine actions, usually by public officials, such as issuing permits, immigration controls, providing services or releasing goods held in customs.

It is also our policy that we require that our agents and other intermediaries, contractors and suppliers do not make facilitation payments and other bribes on our behalf. When there is a suspicion that a payment might be considered a facilitation payment, it should only be made if the official or third party can provide a formal receipt or written confirmation of its legality. If practicable, senior management approval should be obtained for the payment.

If a payment demand is accompanied by immediate threat of physical harm, then the over-riding principle is to put safety first. In these circumstances, the payment should be made and then reported immediately to the Chief Executive, recording the circumstances and amount of the payment.

TI-UK recognises that donations represent a corruption risk, in particular in cases where a donor may seek to compromise TI-UK’s independence by influencing improperly the policies, activities or decision-making of TI-UK.

Conflicts of interest may arise with regard to pecuniary or financial interests, or other interests that impede them in their duty to act in the best interests of TI-UK and the wider TI movement.
Every person associated with TI-UK must avoid or manage any potential, real or perceived conflict of interest (inter alia by refraining from any work or decision making on matters subject to a potential conflict of interest), and openly acknowledge any potential or actual conflict of interest which arises through his/her association with TI-UK.

TI-UK’s efforts to raise the ethical standards of government officials, business people and other individuals could be compromised by any ethical lapses on the part of its people. It is essential that everyone associated with TI-UK be highly sensitive to potential conflicts of interest.

Potential conflicts of interest should be identified and declared by the person in potential conflict, or reported by others as soon as they become aware of such potential conflict of interest. If problems are identified before commitments are made or questionable actions have occurred, embarrassment can be avoided and alternatives can be explored.

Anti-Fraud
TI-UK defines fraud as: ‘the offence of intentionally deceiving someone in order to gain an unfair or illegal advantage (financial, political or otherwise). Countries consider such offences to be criminal or a violation of civil law.’

The term is used to describe a whole range of activities such as deception, forgery, extortion, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. Generally, however, fraud involves the intention to deceive a person or organisation in order to obtain an advantage, avoid an obligation or cause loss.

The term also includes the use of information technology equipment to manipulate programs or data dishonestly and the intentional misuse of computer time and resources including cyber-crime.

TI-UK requires employees at all times to act honestly and with integrity and to safeguard the resources for which they are responsible. Fraud is a threat to these resources and hence must be a concern of all.

TI-UK takes the most serious view of any attempt to commit fraud by employees, partners, contractors, consultants and others acting on behalf of TI-UK. Employees involved in impropriety of any kind will be subject to disciplinary action, including prosecution, where appropriate. Attempted fraud will be treated as seriously as accomplished fraud.

TI-UK’s project partners (including other TI Chapters) and contractors (including consultants) may be responsible for managing significant funds or other assets for which TI-UK is accountable – either under statutory legislation or in relation to donor contracts. They may also operate under different legal jurisdictions.

In these cases, a contract must be signed between the respective parties which covers, inter alia:

- provision for the investigation of any alleged fraud by either party
- the rights of each party to cancel the contract if fraud is demonstrated to have occurred
- the rights of each party to take legal action to recover funds or assets fraudulently taken
- clarifies the legal jurisdiction under which the contract operates.
TI-UK will, from time to time, develop standard sub-contracting templates to cover these and other issues including financial crime risks related to bribery & corruption, money laundering, terrorism and sanctions. When new partners are engaged that are not TI-Chapters, a risk based approach will be undertaken to document checks made to ensure we are aware of who we are dealing with, who controls them and their sources of funds.

TI-UK will investigate any credible allegations of fraud using internal or, if necessary, external resources to do so. Commissioning that investigation will be the responsibility of the Chief Operating Officer or, if they are in any way implicated in the allegations, of the Chief Executive.

Investigations will be concluded as rapidly as is possible without compromising their integrity or thoroughness.

In the event that reporting to the Chief Executive and / or Chief Operating Officer is either not effective or appropriate, whistle-blowing can be channelled through the Chair of the Board who may choose to refer it to the Ethics Advisory Panel. Alternatively, employees may contact the Ethics Advisory Panel in confidence via the Company Secretary (company.secretary@transparency.org.uk).

Should the allegations be proven, TI-UK may take any or all of the following actions:

- disciplinary action up to and including gross misconduct leading directly to dismissal;
- reporting the incident to the police or other authorities in relevant countries;
- legal action to recover lost assets.

All investigations, whatever their outcome, will be logged and reported to the Board. Where required, reports will also be made to the Charity Commission through Serious Incident Reporting. Requirements to report to donors will be followed in a timely manner and in line with funding agreements.

TI-UK encourages all employees to report details immediately if they suspect that a fraud has been committed or see any suspicious acts or events. Malicious accusations may be the subject of disciplinary action.

**Anti-Forced Labour and Human Trafficking**

TI-UK does not allow any partner, supplier, sub-contractor, agent or any individual to engage in forced labour or human trafficking.

**What is forced labour and human trafficking?**

Modern slavery is defined as the recruitment, movement, harbouring or receiving of children, women or men through the use of force, coercion, abuse of vulnerability, deception or other means for the purpose of exploitation. It is a crime under the [Modern Slavery Act 2015](https://www.legislation.gov.uk/ukpga/2015/11/contents) and includes holding a person in a position of slavery, servitude forced or compulsory labour, or facilitating their travel with the intention of exploiting them soon after.

<table>
<thead>
<tr>
<th>Slavery</th>
<th>Exercising powers of ownership over a person, depriving victims of their freedom</th>
</tr>
</thead>
<tbody>
<tr>
<td>Servitude</td>
<td>The obligation to provide services in imposed by the use of coercion</td>
</tr>
<tr>
<td>Forced or compulsory labour</td>
<td>Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily</td>
</tr>
<tr>
<td>Human Trafficking</td>
<td>Arranging or facilitating the travel of another person with a view to their exploitation (recruitment, transportation, transfer, harbouring or receipt of persons)</td>
</tr>
</tbody>
</table>

TI-UK Invitation to Tender
In order to prevent ‘child slavery’ and exploitation, no young person under the age of 16 years of age is permitted to be engaged.

TI-UK have a zero tolerance approach to forced labour and are committed to acting ethically and with integrity in all our business dealing and relationships. We expect all our contractors, suppliers, and other business suppliers to have effective policies and procedures in place and for them to be holding their own suppliers to the same high standards within their supply chains.

**Preventing forced labour and human trafficking**

TI-UK is committed to and seeks similar commitments from their contractors, suppliers and other business suppliers to:

<table>
<thead>
<tr>
<th>Awareness</th>
<th>Ensuring that all who work with them are aware of the problem of forced labour and human trafficking</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prevention</td>
<td>Ensuring through awareness, procedures and policies that the risks of forced labour and human trafficking are minimised</td>
</tr>
<tr>
<td>Monitoring</td>
<td>Ensuring that systems are in place to help monitor risks of forced labour and human trafficking are minimised</td>
</tr>
<tr>
<td>Reporting</td>
<td>Ensuring that there is a culture that promotes the reporting of concerns and / or allegations of forced labour and human trafficking</td>
</tr>
<tr>
<td>Acting</td>
<td>Ensuring that action is taking to respond and address cases of forced labour and human trafficking</td>
</tr>
</tbody>
</table>

**Safeguarding**

Safeguarding in its broad sense means protecting people from harm and allowing them to live in safety, free from abuse. The aim is to minimise any negative impact of our actions on the people we are trying to help, our own staff and other people working in the sector.

TI-UK requires all their people to ensure that they:

- show respect to all colleagues, regardless of their status or position gender, race, colour, age, religion, national origin, sexual orientation, pregnancy, marital status, medical condition, veteran status, disability, or any other legally protected category, and will allow them to have their views heard.
- Where they have contact with vulnerable adults or children, to never engage in any exploitative relationships, whether sexual, emotional, financial or employment related.
- neither support nor take part in any form of exploitative or abusive activities, including, for example, child labour, and trafficking of human beings and commodities.
- not engage in or tolerate any form of bullying or harassment in the workplace, including sexual harassment and the abuse of power.
- neither solicit nor engage in commercial exchange of sexual services whilst carrying out duties on behalf of TI-UK.
- remain aware of and comply with all instructions designed to protect health, welfare and safety and consider the safety of all in operational decisions. Concerns regarding safety will be escalated to management.
- do not attend work whilst under the influence of alcohol or drugs other than those legitimately prescribed for a medical condition.
Vulnerable Adults

TI-UK defines a vulnerable adult as someone who is unable to fully exercise their rights by reason of physical or mental health, poverty or being affected by a natural or man-made disaster. We recognise that vulnerability is not always obvious. TI-UK has very limited direct contact with vulnerable adults and children. However, where such contact occurs, the welfare of the vulnerable individual(s) will be the paramount consideration in everything we do.

Child Protection

Transparency International supports the rights of children and is committed to their safety and wellbeing. All TI-S employees share a common responsibility and commitment to the prevention and reporting of child abuse observed in connection with their work for TI.

<table>
<thead>
<tr>
<th>Child</th>
<th>the definition of a child is “every human being below the age of 18” as recognized by the United Nations Convention on the Rights of a Child.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child abuse</td>
<td>Child abuse or maltreatment constitutes all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting in actual or potential harm to the child’s health, survival, development or dignity in the context of a relationship of responsibility, trust or power.</td>
</tr>
<tr>
<td>Principles</td>
<td>All children regardless of age, disability, gender, racial or ethnic origin, religious belief and sexual identity have equal rights to protection and freedom from abuse and exploitation as set out in the UN Convention on the Rights of the Child.</td>
</tr>
<tr>
<td>Code of Conduct</td>
<td>TI-UK: Does not tolerate or accept any form of child abuse. Does not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate. Does not tolerate possession or access to any material that is abusive towards children. TI-UK has principles that include:</td>
</tr>
<tr>
<td></td>
<td>• not engaging children in any form of sexual activity or acts, including paying for sexual services or acts, where under the law(s) applicable to the child, the child is below the age of consent or the act(s) are an offence under relevant laws.</td>
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<tr>
<td></td>
<td>• wherever possible, ensure that another adult is present when working in the proximity of children.</td>
</tr>
<tr>
<td></td>
<td>• in connection with their work for TI should not invite unaccompanied children into their home, unless they are at immediate risk of injury or in physical danger.</td>
</tr>
<tr>
<td></td>
<td>• in connection with their work for TI should not sleep close to unsupervised children unless absolutely necessary, in which case they must obtain their supervisor’s permission, and ensure that another adult is present if possible.</td>
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<tr>
<td></td>
<td>• using any computers, mobile phones, or video and digital cameras appropriately and never exploit or harass children or access child pornography through any medium.</td>
</tr>
<tr>
<td></td>
<td>• refraining from physical punishment or discipline of children and from hiring children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury.</td>
</tr>
<tr>
<td></td>
<td>• complying with all relevant legislation, including labour laws in relation to</td>
</tr>
</tbody>
</table>

TI-UK Invitation to Tender
child labour and they should immediately report concerns or allegations of child abuse in accordance with appropriate procedures.

Implementation and Monitoring

TI-UK management actively encourage internal dialogue on ethics, provide guidance and training for employees and ensure that internal systems, policies and procedures are in place to promote a culture of safeguarding.

The Chief Operating Officer in the role of TI-UK Designated Safeguarding Officer takes steps to ensure compliance with policy. They will also oversee investigation of any breaches of policy.

Whistle-blowing procedures exist to ensure that breaches of policy are reported and investigated.
**Bidder Submission Checklist**

We confirm that the bid submission has covered the following responses:

<table>
<thead>
<tr>
<th>Section</th>
<th>Tick</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Key Information</td>
<td></td>
</tr>
<tr>
<td>2 Essential Criteria</td>
<td></td>
</tr>
<tr>
<td>3 Technical Proposal</td>
<td></td>
</tr>
<tr>
<td>4 Capability Statement (if applicable)</td>
<td></td>
</tr>
<tr>
<td>5 Commercial Questions</td>
<td></td>
</tr>
<tr>
<td>6 Quotation (in the form of attached financial template)</td>
<td></td>
</tr>
<tr>
<td>7 Contractual Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>8 References (two) for lead researcher</td>
<td></td>
</tr>
</tbody>
</table>