



INVITATION TO TENDER

Project Name: **Tender for external assistance and training in management and prevention of degrading treatment – package**
ref no. 20190225

Buyer: **Läkare Utan Gränser, org. Id. 802017-2360**

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Definitions

ITT:	Invitation to Tender
Tender process:	The time period commencing from the invitation to tender to the tender award decision
Tenderer (s) -	Service provider

Terms of Reference-

Tender for external assistance in prevention, management and training on degrading treatment - package

Section 1: Basic information about MSF

1. MSF in brief

Médecins Sans Frontières (MSF) is an international, independent, medical humanitarian organisation that delivers emergency aid to people affected by armed conflict, epidemics, natural disasters and exclusion from healthcare. MSF offers assistance to people based on need, irrespective of race, religion, gender or political affiliation.

2. MSF in Sweden

The Swedish section of MSF, founded in 1993, has four main areas of activity:

- Fundraising
- Recruitment and deployment of field workers
- Awareness raising
- Support to the field activities through the innovation and evaluation units.

MSF Sweden (MSFSE) raises money through donations and in addition recruits field workers, as well as forms public opinions. We inform the public, politicians, media and experts on the lives of the people we meet in the field. For more information about MSF please visit our website www.lakareutangranser.se

Section 2 : Background information (specific to the tender)

MSF Sweden is today an office with 120 employees, 48 office volunteers (whereof many works one or a half day/week) and at times also a few students/interns, besides this we deploy approximately 130 fieldworkers to our projects in the field on a yearly basis.

Working in the MSF Sweden office is sought-after for many and extremely rewarding, but, in the same time it can also be stressful, due to the emergency contexts we are operating in, and sometimes frustrating as the injustice in the world becomes very obvious through images and reports constantly available and unavoidable. Our cost consciousness, as we are aiming at allocating most of our budget to our field projects and our patients, leaves us with sometimes small resources and short deadlines that can cause more stress and frustration.

The atmosphere in the office is in general good and open, but as the staff group, together with office volunteers, students and fieldworkers, are representing the society at large, we do have cases of unacceptable behavior occurring. According to survey founds, we have approximately 6-8 cases of unacceptable behavior/year, which is, according to research, a “normal” amount in an office our size. We should have in mind, though, that this could be the tip of the iceberg and that the situation is worse than this.

Nevertheless, MSF consider itself a responsible employer. We want to take a strong hold on this and ensure professional and adequate management of unacceptable behavior. In this strive we need assistance and support from experienced expertise.

During the last 2 years, the work throughout the organization to address unacceptable behavior has increased drastically and in 2018 a new code of conduct, the Behavioral Commitments, were launched within MSF and it has now been signed by all, 42 000, staff.

1. Wished set-up in MSFSE

a) Portal

To safeguard confidentiality, objectivity and best practice, and to lower the threshold for reporting, we aim at installing a web-based portal as a hotline service, where each individual active in MSFSE can report any violation, degrading treatment or unacceptable behavior they have been exposed to or witnessed. The reporting can be done in written, in Swedish or English, or verbally through a phone line, open 7/24 or during office hours, depending on costs. Confidentiality has to be guaranteed and GDPR is ensured through personuppgiftsbiträdesavtal.

Cases received through this system will be collected by MSFSE HR x 3*, defined according to level of complexity and seriousness and if necessary, an investigation will be launched, with, if deemed necessary, advice or assistance from the external actor.

The portal is structured in such a way that aggregated data on occurrence and types of violations are easily retrieved from the system.

*The task of gate keeping should be kept within a small circle of people, but still involve enough people to ensure objectivity and neutrality. HR x 3 consists of the HR Director, the Office HR Responsible and one other HR person. Any of them can be exchanged with a 4th person if needed.

b) Case management

Assistance in case management from an external actor. Case management includes:

1. Mapping of situation, what has happened, who are involved and what are, and can be, the consequences. Done through interviews with the
 - a. Plaintiff/exposed
 - b. alleged perpetrator
 - c. potential witnesses
2. Analyzing situation and look at possible causes leading up to this behavior
3. Present recommendations regarding the alleged perpetrator
4. Present recommendations regarding prevention to the causes leading up to this behavior.
5. Present recommendations on how to best mitigate possible serious consequences of the incident, actions taken and reactions.

Levels of involvement:

0. No investigation needed
1. Less complex cases will be managed by MSFSE, sometimes solely and if needed with advice from the external actor.

2. Semi complex cases will be managed by MSF in the lead with assistance, guidance and advice from the external actor.
3. For serious and complex cases, the external actor will work in collaboration with MSFSE, leading, managing and analyzing the situation together.
4. For extremely serious and complex cases the external actor will lead, manage and analyze the investigation and situation.

It should be noted here that the complexity of a case cannot always be determined at first glimpse, so a case might evolve from one level to another during the case management process, which would affect the involvement of the external actor. And it is not solely the complexity and/or seriousness that decides the level of involvement of the external actor, the type of case is also crucial.

The external actor is expected to assist with:

1. Experience, competence and skills in Swedish laws and provisions and how to interpret them in each case. Advise in best practice according to employer responsibilities.
2. Experience, competence and skills in performing and supporting/guiding in factfinding interviews/conversations (faktaundersökande samtal).
3. Experience, competence and skills in analyzing a complex situation where unacceptable behavior has occurred, understand the context and spot root causes and by best practice address, or advise in how to address, not just the individual behavior, but also the overall situation.

c) Trainings

MSFSE staff needs to be trained and updated in how to professionally conduct case management and work on prevention.

1. Training of all managers and middle managers in how to clear out/resolve (minor) incidents in their respective departments/units. Trainings should include
 - a. Factfinding interview techniques
 - b. Objectivity
 - c. Giving support to the exposed
 - d. Giving support to the alleged perpetrator
 - e. Analyzing techniques
 - f. Prevention
2. Training of all persons that might be involved in case management in how to lead fact finding conversations, analyze them and form recommendations to the involved respective manager(s). Training should include the same as above
3. Continuously update managers and middle managers with trainings, exercises to practice on fictive cases for learning once a year.
4. Continuously update those that might be involved in case management with trainings, exercises to practice on fictive cases for learning once a year.
5. Training of all staff about
 - a. Degrading treatment in general
 - b. What can be done on individual level to prevent this behavior
 - c. Consequences of unacceptable behavior
 - d. What can be done on individual level when exposed or witnessing this kind of behavior

d) Support

During or after a process, especially very complex cases, support has to be available for those, from MSF, involved in the case management. Support such as debriefing/supervision (handledning) will be needed to

1. Give possibility to unload frustrations and whatever feelings/thoughts might occur in combination with the case.
2. Improve skills, ensure development and progress in a learning perspective.
3. Have a sound and healthy closure to the case and process of case management.

e) Advice

Advice on set up of case management, investigation procedure and case flow within MSFSE office to ensure objectivity, neutrality and best practice in the management and prevention of degrading treatment.

1. Review the set up proposed by MSFSE.
2. Review the proposed recruitment strategy for people to be trained in management of cases.

f) Policy and guideline proof reading

Our *Responsible behavior policy* and *Reporting guideline* are under review and will be updated according to where we land with this tender process. This tender also includes assistance in the proof reading and adjustment of these documents to:

1. Ensure that laws and provisions are correctly referred to and explained.
2. Ensure that documents are logical and reasonable according to the working mode and means of the external actor we will sign up with.
3. Ensure that best practice in terms of management and prevention are sufficiently set up and explained.
4. Ensure that the policy and guideline are phrased in accordance with the principles of equality, neutrality and impartiality that is guiding MSF in all activities and actions according to our charter (See annex 1), according to our behavioral code of conduct; Behavioral Commitments (see annex 2) and according to the Swedish discrimination act and Arbetsmiljöverkets "Organizational and social work environment provisions".

g) Agreement and cost

As mentioned above, MSF is always striving to be as cost effective as possible, dedicating most of our budget to the field needs. Therefore, we are grateful to be offered quite some pro-bono and reduced-price options when purchasing services and goods in many countries, Sweden being in the forefront in this aspect.

Although the portal set up would require a constant availability (or office hours availability) we prefer to be charged per case and not have a set-up of a running cost.

Costs for case management and further trainings will be agreed on in advance of each case and training. Costs specified by the tenderers in each tender should not increase with more than inflation.

MSF Sweden invites expertise companies and organizations active in Stockholm region to reply to this tender. We would prefer to see the same actor providing all services mentioned

above, especially the case management and training parts, but if not possible different providers for different parts could be an option.

Section 3 : Invitation to Tender (ITT) – Guidelines of this tender

1. General

- 1.1. These guidelines are intended to ensure that all Tenderers are given fair and equal consideration. As much detail as possible has been provided to assist the Tenderer to provide a comprehensive Tender document.
- 1.2. By participation in the tender process this automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.3. Any information prepared or shared by MSF Sweden in connection with this tender shall remain the property of MSF Sweden and shall be used only for the purpose of this procurement exercise.
- 1.4. The Tenderer shall not make contact with any other employee or consultant of MSF Sweden who are in any way connected with this tender process during the period of this tender, unless instructed otherwise by MSF Sweden.
- 1.5. MSF Sweden shall not be committed to any course of action as a result of: issuing this invitation to participate in this tender process, or by communicating with a Tenderer or a Tenderer's representatives or agents in respect of this tender process.
- 1.6. Tenderers shall accept and acknowledge that by issuing this tender, MSF Sweden shall not be bound to accept any Tender and reserves the right not to conclude a Contract Agreement for some or all of the services for which Tenders are invited.
- 1.7. MSF Sweden reserves the right to amend, add to or withdraw all, or any part of this tender invitation at any time during the tender process.
- 1.8. The official contact of the Tenderers will have expressed an interest by completing and submitting to MSF Sweden the tender acknowledgement pro-forma.
- 1.9. Canvassing will lead to disqualification. Any Tenderer who directly or indirectly obtains or attempts to obtain information from other members or employees concerning any other Tenderer, Tender or proposed Tender will be disqualified.

2. Confidentiality

- 2.1. Apart from what is already within the public domain, Tenderers shall not disclose, copy, reproduce, distribute or pass any of the information to any other person. The Tenderer shall at all times treat the contents of this tender process (with its related documents) as confidential. Subject to the exceptions referred to in paragraph 2.2
- 2.2. Exceptions of disclosure, to pass or distribute any of the information by the tenderer are permitted if the sole purpose is of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer. For example, for legal advice or if the Tenderer is legally required to make such a disclosure.
- 2.3. MSF Sweden reserves the right to distribute information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer.
- 2.4. MSF Sweden may disclose detailed information relating to Tenders to its employees or advisers and may make any Contract Agreement documents available for private inspection by its employees or advisers.
- 2.5. MSF Sweden will also endeavor to respect any commercially sensitive information provided by the tenderer. In case the Tenderer should provide such information, it

should be clearly identified what is ‘commercially sensitive’ including the time period it will remain so, while explaining the potential implications of the disclosure.

3. Tender period and validity

- 3.1. The tender process from invitation to tender, successful bid to implementation is 4 weeks. MSF Sweden reserves the right to amend, add to or withdraw all or any part of this tender invitation at any time during the procurement exercise.
- 3.2. Your tender quotation should remain open for acceptance for a period of 60 days as any tender quote that is valid for a shorter period may be rejected.
- 3.3. Timeframes indicated in this document: these acts as a guide and while there may be no intention to deviate from this, MSF Sweden reserves the right to do so.

Tender submission deadline is March 25th 2019
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4. Official email contact address and queries related to tender

- 4.1. In case of any doubts or queries related to this tender process the main contact person for provision of information is Maria Schütz. (Email: maria.schutz@stockholm.msf.org) All queries will be responded to via email and shared with other Tenderers to ensure that all information is equal among the Tenderers.
- 4.2. All communications from Tenderers during the period of this procurement exercise must be directed to the designated official email contact. Please send all email regarding this process to this address.
- 4.3. All communications should be clearly headed “Tender for external assistance in prevention, management and training on degrading treatment - package ref no. 20190225” and include the name, position and contact details of the person making the communication. However, when presenting the tender documents, it may be provided in Swedish.
- 4.4. Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraph 5 – Tender related queries.
- 4.5. Customer references and contacts may be made as part of the procurement process for Tender award. This may include visits and written references.

5. Tender related queries

- 5.1. Any participating provider may request further clarification on matters pertaining to this ITT by submitting its question(s) in writing via email to the official email address, with the following noted in the subject line: **Supplier name – Tender for external assistance in prevention, management and training on degrading treatment - package - Questions.**
- 5.2. All communication and requests for clarifications related to this tender may be submitted via email from date of receiving tender to maria.schutz@stockholm.msf.org and no further requests will be accepted after Date 25th of March 2019 (deadline submission date).
- 5.3. The MSF Sweden contact person (Maria Schütz) will endeavor to answer all questions as quickly as possible but cannot guarantee a minimum response time. Exception to response is in the event that a question may prejudice our commercial interests, then MSF Sweden reserves the right not to respond.

5.4. Please do not contact other MSF Sweden staff to discuss the ITT. Questions on the substance of the ITT will be answered (without identifying the source of inquiry) in a document released to all who submitted a reply to the Tender.

6. Method of submission and tender format

6.1. All tenders must be submitted in electronic version via email to the official email address, with the following noted in the subject line: **Tender for external assistance in prevention, management and training on degrading treatment - package ref no. 20190225**".

7. Tender documents required to be submitted

Please do not submit generic marketing materials, broadly descriptive attachments, or other general literature unless necessary to support the proposed solution. Responses to this ITT should be emailed and must consist of the following:

- Cover letter
- Description of services and costs.

7.1. Cover letter

The cover letter in PDF format must contain:

- Name and address of the Service Provider
- Name, title, telephone number, and e-mail address of the person authorized to commit the Service Provider to a contract
- Name, title, telephone number, and e-mail address of the person to be contacted regarding the content of the tender, if different from above
- Declaration that the Tenderer commits to the terms described in their tender and assumes responsibility for any pre-contract costs incurred during the bid and negotiation phases
- A signature of this letter by a duly authorized representative of the company

7.2. Description of services and costs.

The description of services and costs should clearly outline costs for the different services (e.g. portal, assistance in management, training) *Please be as specific as possible with a detailed overview of the costs.* For guideline of what is requested please see section 2 and annex.

8. Notification of Award of Tender contract

- 8.1. The successful Tenderer will be notified in writing through issue of Letter of notification of Award of Tender.
- 8.2. The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by MSF Sweden they will within 30 days be able to execute what will be agreed on by both parties.
- 8.3. Any Contract Agreement concluded as a result of this ITT shall be governed by Swedish law.
- 8.4. MSF Sweden shall be under no obligation to accept the lowest or any tender.
- 8.5. All unsuccessful Tenderers will also be notified in writing and given an opportunity for a debriefing. Debriefing will only be provided at the request of the Tenderer. It will provide reasons why the Tenderer was unsuccessful, and where possible provide details of the characteristics and relative advantages of the successful Tender.

Section 4 : Tender Evaluation

From the time the tenders are opened until the contract is awarded, if any Tenderer wishes to contact MSF Sweden on any matter related to its tender, it should do so via email to the official email address.

Section 5 : Annexes

Annex 1

THE CHARTER

Médecins sans Frontières is a private international association. The association is made up mainly of doctors and health sector workers and is also open to all other professions which might help in achieving its aims. All of its members agree to honour the following principles:

The MSF Charter:

Médecins Sans Frontières provides assistance to populations in distress, to victims of natural or man-made disasters and to victims of armed conflict. They do so irrespective of race, religion, creed or political convictions.

Médecins Sans Frontières observes neutrality and impartiality in the name of universal medical ethics and the right to humanitarian assistance and claims full and unhindered freedom in the exercise of its functions.

Members undertake to respect their professional code of ethics and to maintain complete independence from all political, economic, or religious powers.

As volunteers, members understand the risks and dangers of the missions they carry out and make no claim for themselves or their assigns for any form of compensation other than that which the association might be able to afford them.

Annex 2

Behavioural Commitments

1. MSF staff members and operational partners shall behave respectfully and not discriminate against patients, colleagues or members of the local population on the basis of their race, opinions, lifestyle, gender, sexual orientation, socio-economic background, origin, religion or beliefs and others markers of identity;
2. MSF staff members and operational partners shall not abuse anyone physically (i.e. physical violence, sexual aggression or other form of physical abuse) or psychologically (e.g. bullying, abuse of power, harassment, discrimination or favouritism);
3. MSF staff members and operational partners shall not accept, under any circumstances, behavior that exploits the vulnerability of others, in the broadest possible sense (sexual, economic, social, etc.). This includes exchange of goods, benefits or services for acts of a sexual nature, including the use of sex workers' services while on assignment;
4. MSF staff members and operational partners shall not accept child abuse, exploitation and violence and not engage in sexual relations with children¹;
5. MSF staff members and operational partners shall not take advantage of their position for personal gain. Each member shall use MSF resources (including premises, goods, money, reputation, image etc.) with respect and care and in the interests of the organization and the populations it seeks to assist.

¹ Article 1 of the *United Nations Convention on the Rights of the Child*, adopted and opened for signature, ratification and accession by General Assembly resolution 44/25 of 20 November 1989, entry into force 2 September 1990, in accordance with article 1: "For the purposes of the present Convention, a child means every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier."