

INVITATION TO TENDER

National Office Albania

14 June 2024

2024- 002

Service provision for conducting health promotion campaigns, celebrities' advocacy and different competitions between schools promoting wide range of healthy behaviors for the project "Shkollat për Shëndetin"

SUBMISSION DEADLINE : 21 June 2024

QUESTIONS / CLARIFICATIONS : shkollat.per.shendetin@savethechildren.org

FORMAT FOR SUBMISSION : BIDDER RESPONSE DOCUMENT

PART 1 : INVITATION TO TENDER

- Introduction to Save the Children
- Project Overview and Requirements
 - Award Criteria
- Instructions & Key Information

PART 2 : CORE REQUIREMENTS AND SPECIFICATION

Detailed description of Save the Children's specific requirements (e.g. volumes, delivery dates / locations, product specifications etc).

PART 3 : BIDDER RESPONSE DOCUMENT

Template to be used to submit response to this Invitation to Tender.

PART 1 – INVITATION TO TENDER

1. INTRODUCTION TO SAVE THE CHILDREN

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

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

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

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

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

For more information on the work we undertake and recent achievements, visit our [website](#)

2. PROJECT OVERVIEW

Item	Description
Description of Goods / Services	Service provision for conducting health promotion campaigns, celebrities’ advocacy and different competitions between schools promoting wide range of healthy behaviors for the project “Shkollat për Shëndetin
Outcome of Tender	Framework Agreement (Fixed Price or Non-Fixed Price) – the successful supplier(s) will be awarded a ‘Framework Agreement’. Within the Framework Agreement the terms of supply (e.g. indemnities, liabilities, warranties etc.) shall be agreed, as will the conditions of supply (e.g. specifications, lead times etc.). The Framework Agreement does not commit SCI to any purchases or specific volumes. Any future purchases which will be completed under separate Purchase Orders which will be governed and linked to the original Framework Agreement.
Duration of Award	July – December 2024

Further detail on the specific requirements of the project (e.g. volumes, dates, specifications etc.) can be found in [Part 2 \(Core Requirements & Specifications\)](#) of this Tender Pack.

3. AWARD CRITERIA

The National Office is committed to running a fair and transparent tender process and ensuring that all bidders are treated and assessed equally during this tender process. Bidder responses will be evaluated against four weighted categories of criteria: Essential Criteria, Sustainability Criteria, Capability Criteria, and Commercial Criteria.

3.1 ESSENTIAL CRITERIA

Criteria which bidders **must** meet in order to progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process immediately. These criteria are scored as 'Pass' / 'Fail'.

3.2 SUSTAINABILITY CRITERIA (10%)

Criteria used to evaluate the impact a supplier has on the environment, local economy and community. Bids will be evaluated against the same pre-agreed Criteria.

3.3 CAPABILITY CRITERIA (50%)

Criteria used to evaluate the bidders ability, skill and experience in relation to the requirements. Bids will be evaluated against the same pre-agreed Criteria.

3.4 COMMERCIAL CRITERIA (40%)

Criteria used to evaluate the commercial competitiveness of a bid. Bids will be evaluated against the same pre-agreed Criteria.

4. VETTING

Successful bidders must be successfully vetted. This involves checking bidders and key personnel against Global Watch Lists, Enhanced Due Diligence Lists and Politically Exposed Persons Lists.

The vetting of bidders will be completed after the award decision and prior to any contract being signed, or orders placed. If any information provided by the Bidder throughout the tender process is proved to be incorrect during the vetting process (or at any other point), the National Office may withdraw their award decision.

5. BIDDER INSTRUCTIONS

6.1 TIMESCALES

Activity	Date
Issue Invitation to Tender	14 June 2024
Deadline for questions from Bidders	18 June 2024
Deadline for Bid Submission	21 June 2024
Award Contact	1 July 2024

The above dates are for indicative purposes only and are subject to change.

6.2 SUBMISSION FORMAT & BIDDER RESPONSE DOCUMENT

Bidders wishing to submit a bid **must use the Bidder Response Document template in [Part 3](#) of this Tender Pack**. Any bids received using different formats, or incomplete bids, will not be accepted.

This document allows bidders to submit all the required information and be evaluated fairly and equally against the Essential, Capability and Commercial Criteria. Bidders may also be required to submit supporting documentation. Further instructions can be found within the document in Part 3 of this pack.

Paper Submission

- Two paper copies submitted on headed paper to **Save the Children Albania national office Street: “Mihal Popi”, Lagjia 8, Building 1 Maji, Vila “Lami”; P.O. Box 8185**
- Bids should be submitted in a single sealed envelope addressed to **Shkollat per Shendetin Project**
- The envelope should clearly indicate the Invitation to tender reference number **2024 – 002** , but contain no other details relating to the bid or the bidder name.
- All supporting documentation should be labelled and grouped together (individual envelopes, stapled etc), and then included in a single sealed envelope as per the above.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, no later than **21 June 2024**

Bids must remain valid and open for consideration for a period of no less than 60 days.

6.5 KEY CONTACTS

All questions relating to the tender should be sent within 18 June 2024 via email to:

Name	Email Address
Procurement team	E-mail: shkollat.per.shendetin@savethechildren.org

Please be advised local working hours are 09:00 – 17:30 Please allow up to 2 working days for a response.

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

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

1. SPECIFIC REQUIREMENTS

In March 2024, Save the Children started the fourth-year implementation of the Swiss Agency for Development and Cooperation (SDC) Project: “Shkollat për Shëndetin”.

The aim of the Project is to promote healthy behavioural practices and healthy lifestyle habits in the Albanian population, with a particular focus on schoolchildren (aged 6-16 years) in order to control and prevent effectively the major risk factors for non- communicable diseases (NCDs).

More specifically, “Shkollat për Shëndetin” is intended to promote positive behavioural changes among all primary schoolchildren (aged 6-16 years) in Albania, their respective families and communities at large.

Beneficiaries of this project consist of all 9-year schools in Albania (through online interventions).

Furthermore, a nationwide representative sample of 120 schools benefits from additional onsite (in-depth) interventions, through a gradual inclusion of schools. Currently, in the third implementation year of the project, 120 schools are targeted for in-depth (onsite) interventions in the following nine regions of Albania: Kukës, Elbasan, Korçë, Lezhë, Durrës, Berat, Tirana, Fier , Dibër, Tirana, Fier and Dibër.

Onsite (in-depth) interventions of the fourth-year implementation (covering the period March 2024 – February 2025) are mainly focused in 30 schools pertinent to the following three regions of Albania: Tirana (18 schools), Fier (8 schools), and Dibër (4 schools). In these 30 schools and their respective communities, a wide range of activities is envisaged for the fourth implementation year of the project aiming at promoting sustainable positive behavioural changes among children, their respective families, and communities at large.

2. SPECIFICATIONS

AIM AND OBJECTIVES OF THE SERVICE

Aim:

Save the Children is seeking to contract a service provider capable of conducting health promotion campaigns, celebrities’ advocacy, and different competitions between schools promoting healthy behaviours for the fourth implementation year of the project “Shkollat për Shëndetin”.

Specific Objectives:

Health Caravan and celebrities’ advocacy campaign

- To carry out health promotion campaigns at a community level involving schoolchildren, out-of-school children, their respective parents/caregivers, and communities at large.
- To identify and reach out a large audience and deliver effective health promotion messages, especially for vulnerable and marginalized categories of children and their families.

- To deliver adequate and culturally sensitive health promotion messages.
- To bring celebrities (sport champions and other national and local celebrities) into the “health promotion scene” through different means of communication (local TV or radio, social media, etc.).

Competition activities between schools promoting wide range of healthy behaviors

- To conduct competitions activities between schools for health promotion in selected schools pertinent to the 9-year system in the following three regions of Albania: Tiranë, Fier, and Dibër
 - o Organisation of different competitions between schools regarding a wide range of healthy behaviours.
 - o Promotion of physical activity and a healthy lifestyle, healthy eating, and good hygienic practices.
 - o Emphasizing the role of active lifestyle in health for the children and society.
- To conduct awareness raising and information the “know how” for the children, teachers, other school staff, on health and education topics.
- To enable supportive environments in schools regarding health promotion interventions and health education activities.
- To ensure a wide reach of children aged 6-16 years in the areas targeted for in-depth interventions.
- To ensure social inclusion, integration and participation of vulnerable groups in targeted communities in promoting healthy lifestyle
- To offer different scenarios to ensure that the most suitable approach is chosen (based on the local context) when is appropriate.

The duration of the service will be over the period 1 July – 20 December 2024.

The service provider is required to proceed according to the following assignment steps:

Health Caravan and Celebrity

Assignment Steps
<p>Preparatory work:</p> <ul style="list-style-type: none"> - Familiarize with the health caravan model, and modalities of working with celebrities. - Consultative meetings with relevant stakeholders and the project team. - Preparation of all materials and equipment.

Health promotion campaign (in Tiranë, Fier and Dibër): the importance of healthy nutrition – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).

Health promotion campaign (in Tiranë, Fier and Dibër): the importance of physical activity – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time). The type of physical activity is to be defined in agreement with the school directors and other relevant local staff (municipality representatives), based on the needs and on what is most feasible in each school/community.

Health promotion campaign (in Tiranë, Fier and Dibër): the importance of sexual and reproductive health – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).

Health promotion campaign (in Tiranë, Fier and Dibër): the importance of good hygienic measures, waste management and environmental protection – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).

Health promotion campaign (in Tiranë, Fier and Dibër): promotion of mental health – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).

Health promotion campaign (in Tiranë, Fier and Dibër) and Celebrities Advocacy on the importance of physical activity/active and healthy lifestyle – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff (municipality representatives), based on the needs and on what is most feasible in each school/community.

Competition activities between schools promoting wide range of healthy behaviors

The service provider (company/NGO) is required to conduct the following activities according to the respective timelines*:

ACTIVITY**	QUANTITY	TIMELINE		Tiranë	Fier	Dibër
		Begin	End	18 Schools	8 Schools	4 Schools
Organisation of different competitions between schools regarding a wide range of healthy behaviours	47 competitions implemented in 3 regions of the project (Tiranë, Fier, and Dibër)	20-06-2024	20-12-2024	28	12	7

The service provider should provide participating certificates for all participants to school competitions and presents (sport accessories) for the winners' pupils and schools at each competition. The service provider should provide T-shirt with project logo for all participants.

* Any changes of the timeline should be agreed with the selected service provider based on the work plan.

** The activities will be conducted in Tirana region in 18 schools (9 schools in urban areas and 9 schools in rural areas), Fier region in 8 schools (4 schools in urban areas and 4 others in rural areas), Dibër region in 4 schools (2 schools in urban areas and 2 schools in rural areas). The names of the schools and the respective communities where the activities will take place will be provided by the project team in due time.

4. DELIVERABLES

➤ Health Caravan and Celebrity

It is expected from the service provider to submit the following deliverables:

- Materials used for the health promotion campaigns (following the guidelines of the project)

- A narrative report about health promotion campaigns conducted in each region (Tiranë, Fier and Dibër) (hard and soft copy duly signed and sealed).
- A narrative report about celebrities' advocacy activities (hard and soft copy duly signed and sealed).
- List of participants in the health promotion activities (hard and soft copy).
- Disaggregation sheet indicating the participation of vulnerable groups in the activities (soft copy).
- Photos from all events (JPEG).
- Questionnaires assess the knowledge of 1700 children at minimum on topic related to sustainable development such as health and the prevention of the non-communicable diseases. (approved by the project)
- A detailed narrative report on the results of data collected measuring the level of understanding of children on topics related to sustainable development such as health and the prevention of the non-communicable diseases (hard and soft copy duly signed and sealed).
- Questionnaires assess the level of satisfaction of children and parents (separately) with the health promotion campaign (approved by the project)
- Detailed reports on the results of data collected measuring the level of satisfaction of both children and parents (separately) with the health promotion campaign (hard and soft copy duly signed and sealed).
- A copy (audio, video, printed materials, etc.) of celebrities' advocacy activities.
- For health promotion activities involving children, an approved written consent by the respective parents/caregivers is mandatory (hard copy).

➤ **Competition activities between schools promoting wide range of healthy behaviours.**

Competition between schools:

- Scenario used in electronic format (Word)
- Pictures (JPEG)
- Original signed lists of participants (hard and soft copy)
- Disaggregation sheet indicating the participation of vulnerable groups in the activities (soft copy).
- Report of the activity (electronic document – soft and hard copy duly signed and sealed)
- Questionnaires on satisfaction of participants with the activity (to be approved by the project)

5. QUALIFICATION AND SELECTION CRITERIA OF THE SERVICE PROVIDER

The service provider (company, or NGO) should have the following qualifications in order to address effectively and timely the specific requirements of the given assignments:

- The service provider must be a legally registered Company/NGO in Albania and comply with the country's legislation.
- The service provider must have relevant proven working experience (at least 5 years) with community-based and/or school-based activities.
- Proven expertise in health promotion campaigns.
- Proven expertise in community work.
- Staff with background in public health and health promotion, with excellent oral and written communication skills in Albanian and English.
- Also, the key health promotion experts and education experts proposed by the service provider should hold a MSc degree in Health Sciences, Social Sciences, or other relevant degrees and should have proven working experience with community-based and/or school-based activities.
- The service provider should have proven experience in project management.
- Furthermore, the service provider should have proven expertise in Albanian and English report writing.
- The service provider should have proven ability to meet deadlines and work under pressure.
- The service provider should have flexibility in responding to the needs of the contracting agency.
- All the proposed experts pertinent to the service provider should have excellent oral and written communication skills in both Albanian and English languages.
- The service provider should work with the Health Coordinator of the school to facilitate the organization of the activities.

6. PROPOSAL

The service provider (*company/NGO*) is expected to submit a proposal, including:

Technical proposal for each of the services required separately:

- o Health Caravan including the approach of the health promotion campaigns.
- o Celebrities' advocacy activities, the proposed work-plan, timeline, and other relevant elements
- o Competitions between schools including proposed interventional approaches (models)

Financial bid/proposal: lump-sum in ALL (Albanian Lekë) for all services provided, including taxes according to the Albanian legislation. In addition, financial feasibility should be clearly indicated, according to the financial template (see Annex 01), for each of the

activities (separately for health promotion campaigns, for celebrities' advocacy activities, and competitions in schools.).

- o Overall fee for the required service (based on the quantity/volume of work specified in the table under section 3: "Service period").

CVs of the company/NGO and CVs of all key experts proposed, including a summary of expertise areas as per requirements of these "Terms of Reference", demonstrating previous experience in conducting health promotion campaigns at community level, and celebrities' advocacy activities and as per requirements of these "Terms of Reference", demonstrating previous experience in school-based health promotion interventions and community-based activities.

- A copy of the ID cards for the designated representative of the service provider (Company/NGO) and the key experts proposed.
- Legal registration of the Company/NGO (a copy of NIPT).

7. AWARD CRITERIA

The award criteria will consist of the following:

ESSENTIAL CRITERIA

Criteria which bidders must meet in order to progress to the next round of evaluation. If a bidder does not meet any of the Essential Criteria, they will be excluded from the tender process immediately.

These criteria are scored as 'Pass' / 'Fail'.

Supplier accepts Save the Children's 'Terms and Conditions of Purchase'

The Supplier and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies

The Supplier confirms it is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual Purpose goods / services that may be used in a terror related activity.

The bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this.

The Supplier confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).

This includes the Supplier submitting the following requirements (where applicable):

- Legitimate business address
- Tax registration number & certificate.
- Business registration certificate
- Trading license if any

Capability, Sustainability and Commercial Criteria:

- Technical proposal: 30%
- Financial proposal: 40%
- Qualification and experience of the service provider: 30%

The award criteria are specified in detail in the table below:

CRITERIA	DESCRIPTION	SCORE
Technical proposal	Comprehensiveness (completeness) and coherence (consistency) of the proposal	5%
	Methodology: proposed intervention approaches (models)	15%
	The bidder demonstrates experience and understanding of local context and community.	10%
	Subtotal	30%
Financial proposal	Financial bid (fee for the overall services)	25%
	Financial feasibility according to the financial template (Annex 01)	15%
	Subtotal	40%
CV of the applicant	<i>Company</i> : experience of the company with similar projects (similar interventions and/or community-based programs)	20%
	<i>Campaign coordinator and Experts</i> : qualifications and experience of the proposed team leader and key experts (in similar intervention, in health promotion, health education, and community interventions)	10%
	Subtotal	30%
TOTAL SCORE		100%

8. RESPONSIBILITY OF THE PROJECT IMPLEMENTED BY SAVE THE CHILDREN AND THE SERVICE PROVIDER

In order to respond to the objectives of assignment, the service provider is expected to closely work with the team of the project “*Shkollat për Shëndetin*” implemented by Save the Children Albania.

The project team will provide the content of health promotion materials which will be used in all community activities (health promotion campaigns).

Also, the project team will monitor, supervise and facilitate the service provider in every step of the process, including the approval of celebrities. No action will be taken without the approval of the project.

The service provider is responsible for:

- Development (production) of the health promotion materials and provision of other goods (e.g., tents, benches, sport equipment, spots, etc.) which are necessary for the organization of health promotion campaigns and celebrities’ advocacy.
- Carrying out the health promotion campaigns according to the requirements and timeline included in these Terms of Reference.
- Obtaining approval (written consent) by parents/caregivers in all activities involving children.

9. PAYMENT MODALITY

The service provider should propose the payment schedule based on the progressive implementation of health promotion campaigns and thereby delivery of the respective financial reports and narrative reports about health promotion campaigns conducted in each region (Tiranë, Fier and Dibër), along with the lists of participants attending the health promotion activities and photos from each event, as well as deliverables from celebrities’ advocacy activities. The payment will be subject to the current Albanian legislation taxes.

10. ADMINISTRATIVE ASPECTS

A contract between the project implemented by Save the Children and the service provider will be established covering the activities defined in these “Terms of Reference”.

Interested service providers should submit:

- 1 - A technical proposal (approach, work-plan, and timeline),
- 2 - Financial proposal (refer to annex 01),

- 3 - CVs of the company/NGO and key experts proposed and also example of previous similar work,
- 4 - Copy of the ID card of the legal representative,
- 5 - Bank details letter,
- 7 - Letter of commitment that they agree with SC contract terms and SCI policies (Annex 02),
- 8 - Letter of self-declaration that the Supplier is not linked directly or indirectly to any terrorism related activity and does not sell any Dual Purpose goods / services that may be used in a terror related activity.
- 9 - Letter of self-declaration that they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this,
- 10 Supplier registration form (Annex 03).

by close of business 21 – 06– 2024.

The application should be submitted in English in a sealed envelope. Financial offer should be submitted in a separate envelope from the technical proposal and state if VAT is applicable for such service. On each envelope (technical proposal, and financial offer) it should be written clearly the full name of the current tender/call.

Address: The envelopes should be submitted to the following address:

Please do not open!

Save the Children Albania country office

Street: “Komuna e Parisit”, Lagjia 8,

Building 1 Maji, Vila “Lami”; P.O. Box 8185

Tel: +355 4 2261840 / +355 4 2261929 / +355 4 2266227

Fax: +355 4 2263 428

E-mail: shkollat.per.shendetin@savethechildren.org

Late submissions: Bids submitted after the deadline will not be taken into consideration. They will not be opened and will be destroyed.

CATEGORY	MINIMUM INFORMATION TO BE PROVIDED	OPTIONAL INFORMATION TO BE PROVIDED
EXTERNAL WORKFORCE	Deliverables Timelines Location Qualifications	Acceptance criteria Key Personnel Reporting Methodology

PART 3 – BIDDER RESPONSE DOCUMENT

I. INTRODUCTION

This document **MUST BE USED** by Bidders wishing to submit a bid. It is linked into 5 sections detailed below:

- [Section 1 – Essential Criteria](#)
- [Section 2 – Capability & Sustainability Questions](#)
- [Section 3 – Commercial Questions](#)
- [Section 4 – Bidder Submission Checklist](#)

The Bidder is required to sign a copy of the Check list in Section 4 as part of their submission.

2. INSTRUCTIONS

Within each section there are instructions providing guidance to the bidder on what information is required. This guidance details the **MINIMUM** requirements expected by the National Office. If a Bidder wishes to add further information, this is acceptable but the additional information should be limited to only items that are relevant to the tender.

- For the avoidance of doubt, bidders are required to complete all items within the Bidder Response Document unless clear instruction is provided otherwise.
- If a Bidder does not complete the entire Bidder Response document, their submission may be declared void.
- If a Bidder is unable to complete any element of the Bidder Response Document, they should contact Save the Children through the using the contact details provided for guidance.

By submitting a response, the bidder confirms that all information provided can be relied upon for validity and accuracy.

SECTION 1 - ESSENTIAL CRITERIA

INSTRUCTIONS – Bidders are required to complete all sections of the below table.

Item	Question	Bidder Response	
1	Bidder accepts Save the Children's 'Terms and Conditions of Purchase' and that any business awarded to the bidder will be completed under the Terms and Conditions included in Section 5 of this pack.	Yes / No	Comments / Attachments
2	The Bidder and its staff (and any sub-contractors used) agree to comply with: i) SCI's Supplier Sustainability Policy [set out under Section 4 of this document] throughout this process and during the term of any future contract awarded.	Yes / No	Comments
3	The bidder confirms they are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that Save the Children will undertake independent checks to validate this.	Yes / No	Comments
4	<p>The Bidder confirms it is fully qualified, licenses and registered to trade with Save the Children (including compliance with all relevant local Country legislation).</p> <p>This includes the Bidder submitting the following requirements (where applicable):</p> <ul style="list-style-type: none"> - Legitimate business address - Tax registration number & certificate - Business registration certificate - Trading license 	Yes / No	Comments
		Requirement	Bidder Response / Attachments
		<i>Legitimate Business Address</i>	
		<i>Tax Registration Number & Certificate</i>	
		<i>Business Registration Certificate</i>	
		<i>Trading License</i>	

SECTION 2 – CAPABILITY & SUSTAINABILITY QUESTIONS

Instructions – Bidders are required to complete all sections of the below table.

Item	Question	Bidder Response		
		Client Name	Contact Details (Name & Email)	Project Description
1	REFERENCES Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender. Examples provided must be for similar projects within a similar communities / context to that in which Save the Children operates, and within the last two (2) years. <i>(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)</i>	1)		
		2)		

SECTION 3 – COMMERCIAL QUESTIONS

Annex 01 – Financial Offer

1.1 Health Caravan & Celebrity

Assignment Steps	Unit	Unit price	Cost without VAT	VAT cost	Total cost
Preparatory work: - Familiarize with the health caravan model, and modalities of working with celebrities. - Consultative meetings with relevant stakeholders and the project team. - Preparation of all materials and equipment.					
Health promotion campaign (in Tiranë, Fier and Dibër): the importance of <u>healthy nutrition</u> – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).					



<p>Health promotion campaign (in Tiranë, Fier and Dibër): the importance of <u>physical activity</u> – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time). The type of physical activity is to be defined in agreement with the school directors and other relevant local staff (municipality representatives), based on the needs and on what is most feasible in each school/community.</p>					
<p>Health promotion campaign (in Tiranë, Fier and Dibër): the importance of <u>sexual and reproductive health</u> – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).</p>					
<p>Health promotion campaign (in Tiranë, Fier and Dibër): the importance of good <u>hygienic measures, waste management and environmental protection</u> – in different communities covering 60 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).</p>					
<p>Health promotion campaign (in Tiranë, Fier and Dibër): promotion of <u>mental health</u> – in different communities covering 30 schools pertinent to the 3 aforementioned regions covered by the project (the exact schools and communities will be specified by the project team in due time).</p>					
<p>Health promotion campaign (in Tiranë, Fier and Dibër) and <u>Celebrities Advocacy</u> on the importance of <u>physical activity</u> – the type of physical activity is to be defined in agreement with the school directors and other relevant local staff (municipality representatives), based on the needs and on what is most feasible in each school/community.</p>					

For each assignment you need to propose a detailed list of expenditure including VAT cost if applicable.

1.2 School Competitions between schools regarding a wide range of healthy behaviours

Activity	Type of Experts	No of days for each Expert	Daily fee for each Expert (ALL)	Total fee per each activity (ALL)
Competitions: organisation of different competitions between schools regarding a wide range of healthy behaviours				



SECTION 4 – BIDDER SUBMISSION CHECKLIST

We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:		
No	Section	Please Tick
1.	Section 2 – Essential Criteria	
2.	Section 3 – Capability Questions	
3.	Section 4 – Commercial Questions	
We, the Bidder, confirm we have uploaded all of the required information and supporting evidence:		
Section	Required Document / Evidence	Please Tick
Essential Criteria Evidence	Proof of legitimate business address	
	Copy of tax registration number & certificate	
	Copy of business registration certificate/ for NGO court certification (vertetim gjykate)	
	Letter to confirm agreement to comply with Save the Children policies	
	A copy of the ID cards for the designated representative of the service provider (Company/NGO) and the key experts proposed	
Capability Criteria Evidence	CVs of the company/NGO CVs of key experts proposed and also example of previous similar work,	
	A technical proposal (approach, work-plan, and timeline),	



	<p>Bidder shares two (2) examples of their experience in providing services similar to those included within the scope of this tender.</p> <p>Examples provided must be for similar projects within a similar communities / context to that in which Save the Children operates, and within the last two (2) years.</p> <p>(Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)</p>	
Commercial Criteria Evidence	<p>Financial offer as per table included in the bid in CHF (contract will be issued in CHF and payment will be done on CHF as per budget)</p>	

We, the Bidder, hereby confirm we compliance with the following policies and requirements:

Policy	Policy / Document	Signature
Terms & Conditions of Bidding	 1. Terms & Conditions of Bidding	
Terms & Conditions of Purchase	 NATIONAL OFFICE - STANDARD FORM F	
Supplier Sustainability Policy and the included mandatory policies	Click Here to Access	

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

Signature:

Name:

Title:



Company:

Date:

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 SCI under the contract.
- (f) **Invitation to Tender** - the Tender Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the tender.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

1. The Contract

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

2. Late tenders

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

3. Correspondence

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

4. Acceptance of tenders

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

5. Alternative offer

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

6. Prices

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

7. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

8. Non-Disclosure and Confidentiality

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

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Potential supplier by SCI by maintaining the secrecy of the Confidential Information;

- not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of tendering for business from SCI;
- not disclose the Confidential Information to third parties without SCI's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

9. Award Procedure

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

10. Information and Record Keeping

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

11. Anti-Bribery and Corruption

All Potential suppliers are required to comply fully with SCI's Anti-Bribery and Corruption Policy (attached to these Conditions).

12. Child Protection

All Potential suppliers are required to comply fully with SCI's Child Safeguarding Policy (attached to these Conditions).

13. Human Trafficking and Modern Slavery

All Potential suppliers are required to comply fully with SCI's Human Trafficking and Modern Slavery Policy (attached to these Conditions).

14. 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.

15. Conflict of Interest / Non Collusion

Any Potential supplier is required to confirm in writing:

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

- Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than SCI the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Potential suppliers are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

STANDARD FORM FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND SERVICES

Contract reference number: [insert]

THIS AGREEMENT is dated [insert date of execution or date of last signature]

PARTIES

- (1) **[Save the Children in Albania]**, [insert office and address details] ("SC"); and
- (2) [Name of supplier], whose registered office is at [address] (the "Supplier"), (each a "Party" and, together, the "Parties").

RECITALS

- (1) SC wishes to procure goods and/or services from the Supplier, and
- (2) The Supplier agrees to provide such goods and/or services in accordance with this framework agreement.

GENERAL PROVISIONS

Definitions and interpretation

In this Agreement (as defined in Clause 0) unless the context requires otherwise:

Affiliates: means: (i) in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party; and (ii) in respect of SC only, an Affiliate is any entity that is, presently or in the future, a part of the network of Save the Children entities established by, affiliated with, created on behalf of or as part of, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code ('SCA') or Save the Children International, a private company limited by guarantee incorporated under the laws of England and Wales, with registered company number 03732267 and registered charity number 1076822 ('SCI') including entities operating pursuant to an alliance agreement with SCI. Currently, such entities would include Members and Associates of SCA, other SCA Members and SCI subsidiaries, locally registered SCI country offices and Save the Children national offices.

Call-Off Contract: has the meaning given in Clause 0.

Confidential Information: all proprietary and confidential information of a Party which by its very nature should be treated as confidential and which the disclosing Party desires to protect against disclosure or use or which is designated as confidential or highly sensitive by a Party.

Deliverables: means, without limitation, all items created for or provided to or arising out of the provision of the Services to SC from time to time.

Delivery: has the meaning given in Clause 0.

Delivery Location: has the meaning given in Clause 0.

Donor: means any organisation or person that donates funds to from time to time.

Fees: means the fees payable by SC to the Supplier as set out in Schedule 2 (Prices of Goods and/or Services).

Force Majeure Event: has the meaning given in Clause 0.

Goods: means the goods available to purchase from the Supplier by SC and its Affiliates as set out in Schedule 1 (Goods and/or Services).

Incoterm(s): the international rules for the interpretation of trade terms of the International Chamber of Commerce, 2020 version.

Intellectual Property Rights or IPR: means: (i) patents, utility models, rights to inventions; (ii) rights in each of know-how, confidential information and trade secrets, (iii) copyright, moral rights, database rights, rights in designs, and semiconductor topography rights; (iv) trade marks, service marks, rights in logos, trade names, rights in each of get-up and trade dress, rights to sue for passing off (including trade mark-related goodwill), rights to sue for unfair competition, and domain names (v) any other intellectual property rights; and (vi) all rights or forms of protection, subsisting now or in the future, having equivalent or similar effect to the rights referred to in limbs (i) to (v) above, in each case anywhere in the world, whether registered or unregistered (including all applications, rights to apply and rights to claim priority) and including all divisionals, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals.

Order: any order of Goods and/or Services placed by SC pursuant to a Purchase Order.

Pre-existing IPR: has the meaning given in Clause 0.

ProSave Procurement System: means SC's electronic procurement system hosted by SAP Ariba.

Purchase Order: means a purchase order and any accompanying attachments issued by SC to the Supplier either via the ProSave Procurement System or as otherwise directed by SC.

SC Sustainability Policy: means the SC Sustainability Policy including the policies listed in sub-clauses 8(a)-(e), a copy of which has been provided by SC to the Supplier and/or is displayed in full at the following link: [Procurement: Terms & conditions with mandatory policies | Save the Children International](#) as amended by notification by SC to the Supplier from time to time.

Services: means the services available to purchase from the Supplier by SC and its Affiliates as set out in Schedule 1 (Goods and Services).

Term: has the meaning given in Clause 0.

The Agreement between the Parties comprises:

any Donor or country-specific terms set out in Schedule 5 (Donor Conditions and Country-Specific Requirements) of this Agreement and/or any Order;

the terms and conditions in the main body of this framework agreement;

the schedules of this framework agreement excluding any Donor or country-specific terms; and

in respect of any individual order of Goods and/or Services, the terms of the applicable Purchase Order (including, if applicable, any Donor and/or country-specific terms), which shall be deemed to include all terms of the framework agreement,

(together, the "**Agreement**").

If there is any conflict or ambiguity between the terms of the documents listed in Clause 0 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

For the avoidance of doubt, any terms and conditions attached to any invoice or quotation provided by the Supplier shall have no effect and shall not form part of this Agreement.

This Agreement has been drafted to cover the supply of Goods and/or Services to SC. Where SC requires only Services from the Supplier, the provisions of this Agreement which relate solely to Goods shall not apply. Where SC requires Goods only, the provisions of this Agreement which relate solely to Services shall not apply.

Duration and Commencement

This Agreement shall commence and take effect on **[insert start date]** and shall end on **[insert end date]** ("**Term**") unless terminated earlier in accordance with the terms of this Agreement.

Goods and/or Services

SC may, at its absolute discretion and from time to time during the Term, place an Order with the Supplier, and the Supplier shall supply the Goods and/or Services ordered to SC and/or its Affiliates in accordance with the terms of this Agreement and such Order.

The Parties acknowledge and agree that the supply of Goods and/or Services under this Agreement is not an exclusive arrangement.

SC shall have no obligation to purchase a minimum quantity of Goods and/or Services under this Agreement and at its sole discretion may determine not to purchase any Goods and Services at all.

Supplier Obligations

The Supplier warrants that, at all times, it shall perform its obligations under this Agreement:

- in compliance with the terms of this Agreement;
- in compliance with the SC Sustainability Policy;
- in compliance with all applicable laws, regulations and/or codes of practice and in a manner that does not cause SC to breach any such laws, regulations and/or codes of practice;
- in co-operation with SC and in compliance with SC's instructions;
- in accordance with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- in a manner which does not infringe the rights of any third party or cause SC to infringe any such rights; and
- in a timely manner.

The Supplier warrants that, at all times, the Goods and/or Deliverables:
shall correspond with the descriptions and specifications set out in Schedule 1;
are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier;
are free from are free of any charge, lien or other encumbrance; and

are free from defects and remain so for at least 12 months after Delivery, or as otherwise specified in the Purchase Order.

Delivery of Goods

The Supplier shall deliver the Goods to the location ("**Delivery Location**"), on the date and in accordance with the Incoterm specified in the Purchase Order, and in accordance with any other instructions provided by SC.

The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.

Delivery of the Goods shall be complete on the completion of the unloading of the Goods at the Delivery Location in accordance with the Incoterm specified on the Purchase Order or any other written instruction from SC ("**Delivery**").

Risk in and title to the Goods shall pass to SC on Delivery.

Payment

In consideration of the provision of the Goods and/or Services by the Supplier, SC shall pay the Fees.

Unless otherwise specified in Schedule 2 or in the relevant Purchase Order, the Fees shall be deemed to include packing, labelling, carriage, insurance, delivery, storage, royalties and licence fees (if applicable), quality assurance and quality control costs and all other charges, taxes, national insurance, duties and impositions or other contributions.

Unless agreed otherwise in the relevant Purchase Order, the Supplier shall invoice SC for the Fees in arrears following Delivery of the Goods and/or completion of the Services, in each case in accordance with the terms of this Agreement.

All invoices provided under this Agreement must be accurate and complete including a correct purchase order number.

Without prejudice to Clause 7 (SC Remedies), SC shall pay correctly rendered, undisputed invoices submitted to it by the Supplier within 45 days of receipt to a bank account by the Supplier.

SC Remedies

Without prejudice to any of its other rights, if any Goods and/or Services do not comply with the terms of this Agreement, SC may:

- 6.1.1 reject the Goods and/or Services and either require the Supplier to (i) repair, remove or replace the rejected Goods, or re-supply the rejected Services at the Supplier's expense within 30 days: or (ii) refund SC any amounts paid in respect of the rejected Goods and/or Services in full;

refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;

recover from the Supplier any costs incurred by SC in obtaining substitute Goods and/or Services from a third party; and

withhold payment or (where payment was already made), request a pro-rata reimbursement in respect of such non-compliant Goods and/or Services (which the Supplier shall pay within 45 days of such request), or offset such amount against a future payment.

For the avoidance of doubt, signature of a delivery note or payment of an invoice shall not constitute or imply acceptance by SC of the Goods and/or Services to which such delivery note or invoice relate.

Compliance and Data Protection

The Supplier, and its suppliers and sub-contractors shall observe the highest ethical standards and comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force.

Compliance with the SC Sustainability Policy

The Supplier shall ensure that its employees, suppliers and sub-contractors engaged in connection with the Supplier's performance of its obligations under this Agreement are aware of, understand, and adhere to the SC Supplier Sustainability Policy, which includes but is not limited to the following individual policies:

- (a) Child Safeguarding policy;
- (b) Fraud, Bribery and Corruption policy;
- (c) Human Trafficking and Modern Slavery policy;
- (d) Protection from Sexual Exploitation and Abuse (PSEA) policy; and
- (e) Anti-Harassment, Intimidation and Bullying policy

The Supplier shall take reasonable steps (including having in place adequate policies and procedures) to ensure it conducts its business in such a way as to comply with the SC Supplier Sustainability Policy, and shall, upon request, provide SC with information confirming its compliance.

The Supplier shall notify SC as soon as it becomes aware of any breach, or suspected or attempted breach, of the SC Supplier Sustainability Policy, and shall inform SC of full details of any action taken in relation to any such breach.

The Supplier shall cooperate with SC in relation to any investigations into alleged breaches of the SC Supplier Sustainability Policy, including but not limited to inspection and access to documents and personnel related to any such breach.

SC reserves the right to provide training on the SC Supplier Sustainability Policy to the Supplier's personnel. The Supplier shall ensure that its personnel attends any such training.

Terrorism and money laundering

The Supplier shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall):

comply with all sanctions, export control, embargo, or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements in force from time to time, including without limit those of the EU, the UK, the US and the UN ("**Sanctions and Export Control Laws**"), as applicable, and maintain policies and procedures designed to ensure continued compliance with such Sanctions and Export Control Laws;

obtain any licences, authorisations or permissions required under the Sanctions and Export Control Laws or other applicable laws that are required to export, import, supply, sell, transport, or broker any hardware, software, technology, support or assistance or service that is provided by or on behalf of the Supplier under the Agreement and/or any Contract, and shall further inform SC where any such hardware, software, technology, support or assistance or service provided is subject to controls or restrictions under the Sanctions and Export Control Laws and shall provide all relevant information that may be required by SC to apply for or obtain any further licences, authorisations or permissions;

not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws or otherwise be involved directly or indirectly with terrorism;

not in any way (i) be involved directly or indirectly in the manufacture or sale of arms; (ii) have any business relations with governments for any war related purpose; or (iii) transport any goods that SC has agreed to purchase as part of an order together with any military equipment;

ensure that it provides to SC the names and dates of birth of its key staff in order that SC can screen these names against sanctions lists, using SC's third party screening provider. Before providing the names to SC, the Supplier must ensure that all its key staff have been informed that their names will be provided to SC for screening using a third party provider, and, if necessary, the Supplier has sought their consent;

ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform SC of any apparent correlation; and

not do anything which would cause SC to be in breach of any Sanctions and Export Control Laws.

No provision of the Agreement shall give rise to an obligation on either Party that would constitute a breach of Council Regulation (EC) No 2271/96 (as amended) or other equivalent blocking or anti-boycott laws applicable from time to time.

Data Protection

For the purposes of this Clause 8.8, the terms **Personal Data**, **Controller**, **Processor** and **Processing** shall have the meanings set out below:

Personal Data means any information that can directly or indirectly identify a natural person (a '**data subject**');

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

Processor means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller; and

Controller means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

[Option 1 – Use the below Clause 8.9 if no Personal Data will be processed or exchanged as part of the goods or services provided to SC (other than incidental Personal Data). This is likely to be applicable in cases where the contract relates to the provision of goods (rather than services). This will also apply if you exchange some incidental Personal Data as part of the supplier onboarding/engagement process for a supplier of services, but that Personal Data is not used by the Supplier to actually provide the services. If you use this option, please delete both Parts A and B of Schedule 3 of this template.]

The Parties agree that the Supplier will not be Processing and will not be required to process Personal Data under Data Protection Legislation pursuant to this Agreement.

[Option 2 – Use the below Clauses 8.10 to 8.12 if there will be Personal Data processed or exchanged as part of the services provided to SC. This option will apply, for example, if you exchange Personal Data with the Supplier, or the Supplier collects Personal Data on our behalf, where the Supplier needs / uses that Personal Data to provide the Services. You must also fill out the provisions in Schedule 3 of this template.]

In performing the Agreement, the Parties may make Personal Data available to each other. Each Party shall, and procure that their Affiliates shall, comply with their obligations in the Data Protection Schedule of the Agreement (Schedule 3) (as applicable).

To the extent that the Supplier acts as Processor on behalf of the Customer in respect of such Personal Data or any part of such Personal Data, the Supplier shall comply with the obligations set out in Part A of Schedule 3 (Data Protection Schedule) of this Agreement.

To the extent that the Supplier and Customer each act as independent Controller of such Personal Data or any part of such Personal Data, each Party agrees to comply with Data Protection Legislation when Processing such Personal Data. Part A of Schedule 3 (Data Protection Schedule) of this Agreement shall not apply to such Processing, except for paragraph 1.4 in Part A of Schedule 3 (Restricted Transfers of Personal Data), which shall continue to apply to this Agreement.

Audit

The Supplier agrees to allow SC or other duly authorised representatives access to the Supplier's premises, personnel, systems and relevant records to inspect and audit all the Supplier's systems and relevant records to verify the Supplier's performance of its obligations under this Agreement. SC shall use reasonable endeavours to provide notice of its intention to conduct an audit. SC shall have the right to take copies of any records which it reasonably requires.

Limitation of Liability

Nothing in this Agreement excludes or limits the liability of either Party in respect of (i) death or personal injury caused by its negligence; (ii) fraud and/or fraudulent misrepresentation or (iii) liability which may not otherwise be limited or excluded under applicable law.

Neither Party will have any liability arising from or in connection with this Agreement for indirect, special, incidental or consequential loss, or for loss of profits, loss of sale or business, or loss of anticipated savings.

Indemnity

The Supplier shall indemnify SC in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by SC as a result or in connection with any claims made against SC 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.

Insurance

The Supplier shall maintain in force, with a reputable insurance company, adequate insurance coverage for all manner of risks that may arise from the supply of Goods and Services under this Agreement and shall, on SC's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

The Supplier shall keep Goods insured with a reputable insurance company until title passes to SC or its agents and shall retain the insurance and proceeds thereof together with all its rights against any carrier of the Goods, on trust for SC until the Supplier has fulfilled all its obligations under the Order to SC's satisfaction.

Termination

Without prejudice to any other rights or remedies that SC may have, SC may terminate this Agreement and/or any Order in whole or in part at any time and for any reason whatsoever by giving the Supplier at least 30 days' written notice.

SC may terminate this Agreement and/or any Order in whole or in part with immediate effect by giving written notice to the Supplier if:

the Supplier is in material breach of its obligations under this Agreement, and fails to remedy the breach(es) to SC's satisfaction within 30 days of notification of such breach(es) by SC. For the purpose of this Clause a material breach will include, but shall not be limited to, a series of breaches which taken together amount to a material breach;

the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; SC believes, in its sole and absolute discretion, that continuing contractual relations with the Supplier may damage the reputation of SC;

SC reasonably believes, that the Supplier or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has or may imminently breach the provisions of Clause 0 (Compliance) or (ii) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors is listed under or otherwise directly or indirectly targeted by, any Sanctions and Export Control Laws, or (iii) continued performance of this Agreement would otherwise be restricted by, or would put either Party at risk of breaching, any Sanctions and Export Control Laws; and/or

Where applicable, a Donor ceases to provide the necessary funds for the Goods and the Services or requires SC in writing to terminate this Agreement and/or an Order.

Termination or expiry of this Agreement and/or any Order shall not affect:

The Parties' obligations existing under each Order otherwise still in force at the time of termination or expiry, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Order. For the avoidance of doubt, any Order related to Goods and/or Services which is still on-going shall continue after the termination of this Agreement under the terms of the relevant Order until that Order terminates in accordance with its terms or by agreement of the Parties (as the case may be); and

any rights, liabilities or remedies arising under this Agreement and/or any Order prior to such termination.

Consequences of Termination

On termination or expiry of this Agreement for any reason, the Supplier shall (i) as soon as reasonably practicable, deliver to SC any Deliverables or other materials that have been produced by the Supplier under this Agreement, whether or not complete; (ii) promptly destroy, return or permanently erase from its systems SC's Confidential Information; (iii) assist SC to the extent reasonably required to facilitate the smooth migration of the Services to SC or a new provider.

On termination or expiry of this Agreement for any reason, the following Clauses shall continue in force: Clauses 1 (Definitions and interpretation), 9 (Audit), 10 (Limitation of Liability), 11 (Indemnity), 14 (Consequences of Termination), 15 (Intellectual Property), 16 (Confidential Information), 17 (Notices), 19 (Dispute Resolution), 20 (General) and 21 (Governing law and jurisdiction).

Intellectual Property

The Supplier shall not use SC's name, branding or logo on or in connection with any Goods, Services and/or Deliverables, or for any other purpose whatsoever, other than with SC's prior written instructions or authorisation.

This Agreement does not assign any Intellectual Property Rights existing at or prior to the date of it ("**Pre-existing IPR**") and accordingly neither Party may assert ownership of the other Party's Pre-existing IPR. SC retains all property rights, including IPR, in any of the SC Pre-existing IPR issued to the Supplier by SC or on behalf of SC.

Subject to Clause 15.2, the Supplier assigns to SC, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables and shall, promptly at SC's request, do (or procure to be done) all such acts and things and the execution of all such documents as SC may from time to time require for the purpose of securing for SC all right, title and interest in and to the Intellectual Property Rights assigned herewith.

Confidential Information

A Party (receiving party) shall keep in strict confidence all Confidential Information disclosed to it by the other Party, except as permitted by Clause 0.

A receiving party may disclose the other Party's information (i) in the case of SC only, to its Affiliates; (ii) to and (in the case of SC) its Affiliates' employees, directors, officers, subcontractors, secondees or professional advisors who require such disclosure for the proper performance of their duties (providing such people are under equivalent obligations of confidentiality) and (iii) as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

Notices

Any notice under or in connection with this Agreement and/or any Order shall be given in writing to the address specified in Schedule 1 (Goods and/or Services) or to such other address as shall be notified from time to time in accordance with this clause. All notices sent internationally shall be sent by courier or e-mail.

Force majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event and only for the duration of the Force Majeure Event, provided that the affected Party shall give written notice of such Force Majeure Event to the other Party and resume performance under this Agreement as soon as reasonably practicable.

A "**Force Majeure Event**" means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable.

If any events or circumstances prevent the Supplier from carrying out its obligations under this Agreement and/or any Order for a continuous period of more than 14 days, SC may terminate this Agreement and/or any Order immediately by giving written notice to the Supplier.

Dispute Resolution

If a dispute arises in relation to this Agreement, then without prejudice to the Parties' rights under this Agreement, the relevant Party shall escalate the issue to SC and Supplier Contacts and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).

If, having used reasonable endeavours to settle a dispute informally, either Party considers the dispute cannot be so settled, either Party may give notice that the dispute is being referred to formal legal proceedings in accordance with Clause 0.

General

Assignment and subcontracting

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 this Agreement without SC's prior written consent.

No partnership

Nothing in this Agreement and/or any Order is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another Party for any purpose.

Third party rights

This Agreement shall not be enforceable by any person, other than a Party, under the Contract (Rights of Third Parties) Act 1999.

An SC Affiliate may request the provision of the same or similar goods and services to the Goods and the Services from the Supplier, in which case the Supplier and the relevant SC Affiliate shall enter into a call-off contract substantively in the form set out in Schedule 4 ("**Call-Off Contract**") for the relevant goods and services. Any such Call-Off Contracts shall incorporate the terms and conditions set out in this Agreement in full (as amended by the terms of the relevant Call-Off Contract to which they have been incorporated) and references in this Agreement to "SC" shall be read as references to the relevant SC Affiliate. Each Call-Off Contract incorporating these terms and conditions shall constitute a separate contract between the Supplier and the relevant SC Affiliate and SC shall not, by virtue of the terms of a Call-Off Contract, the entering into it or otherwise, have any responsibility or liability for the acts or omissions of the relevant SC Affiliate entering into the relevant Call-Off Contract. The Supplier shall provide the goods and services as set out in the Call-Off Contract to the relevant SC Affiliate on the same commercial terms (including but not limited to price and quality) as it provides to the original SC entity party to this Agreement unless otherwise identified in the relevant order.

Variation

Any variation to this Agreement and/or any Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both Parties.

Entire agreement

This Agreement (including, for the avoidance of doubt, any schedules thereto) and any Orders entered into between the Parties set out the whole agreement between the Parties in respect of the provision of the relevant Goods and/or Services and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the provision of the Goods and/or Services.

Governing law and jurisdiction

This Agreement and any Order 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 this Agreement and/or any Order or their respective subject matter or formation (including non-contractual disputes or claims).

THIS AGREEMENT is entered into by the Parties on the date above stated.

Signed for and on behalf of the Supplier:

Signed for and on behalf of SC:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Position

.....
Position

Date:

Date:

SCHEDULE 1

GOODS AND SERVICES SPECIFICATION

AVAILABLE SERVICES

- 1) Service Description: **[INSERT]**
- 2) Specifications: The following specifications will apply to the Services: **[INSERT]**
- 3) Agreed Service Levels: **[INSERT – WHERE APPLICABLE]**

AVAILABLE GOODS

- 1) Goods Description: **[INSERT]**
- 2) Specifications: The following specifications will apply to the Goods: **[INSERT]**
- 3) Shipping Requirements: **[INSERT]**

SC AND SUPPLIER CONTACT DETAILS

CONTACT DETAILS			
	SC (Supply Chain Lead)	SC (FWA Owner)	Supplier
Name			
Job Title			
Phone / Mobile			
Email			
Address			

**SCHEDULE 2
PRICES OF GOODS AND/OR SERVICES**

Fees

[Insert prices]

Invoicing Instructions

The Supplier shall comply with the requirements of the ProSave Procurement System or any other payment system or process as advised by SC.

[SC to insert invoicing instructions for Supplier if different to Clause 6.3, which states that the Supplier can send an invoice on delivery of the Goods or completion of the Services. An example of this is where the Supplier is being paid on an hourly/day rate basis, see example wording below --

Within 15 days of the last working day of the previous calendar [month] during the term, the Supplier shall submit to SC an invoice which gives details of the [hours OR days] the Supplier [or any permitted substitute] has worked during the [month] ("Timesheet"), the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that [month]. Should the Supplier fail to include the Timesheet with the invoice or submit a Timesheet, which in the reasonable opinion of SC is inaccurate, SC will reject the invoice and reserves the right to withhold payment for that [month]. SC reserves the right to request timesheets on a weekly basis.]

SCHEDULE 3

DATA PROTECTION

**IF YOU HAVE SELECTED CLAUSES 8.10-8.12, you MUST insert Schedule 3 – Data Protection
Schedule – Standard and Long Form here.**

SCHEDULE 4

CALL OFF CONTRACT – SC AFFILIATES

This Call-Off Contract is made the _____ day of _____ 20[**]

Between:

- (1) **[SC AFFILIATE NAME]** incorporated and registered in [XXXX] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**SC Affiliate**)
- (2) **[FULL COMPANY NAME]** incorporated and registered in [XXXX] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)

1 General

- 1.1 All capitalised terms not defined in this Call-Off Contract have the meanings given to them in the Agreement between **[Insert legal name of contracting entity]** and [SUPPLIER NAME] dated [DATE] (the **Agreement**).
- 1.2 For the purposes of this Call-Off Contract only, references in the Agreement to SC shall be deemed to refer to the SC Affiliate.

2 Term

- 2.1 This Call-Off Contract shall commence on the Call-Off Contract Commencement Date and continue for the Call-Off Contract Term notwithstanding any earlier termination or expiry of the Agreement, unless terminated earlier in accordance with the terms of this Call-Off Contract.

3 Incorporation and Amendment of the Agreement

- 3.1 This Call-Off Contract hereby incorporates the terms and conditions of the Agreement, including the Schedules and any other document expressly incorporated by reference into the Agreement, and as varied or amended from time to time in accordance with its terms, save as expressly excluded or amended below.
- 3.2 This Call-Off Contract shall constitute a separate contract between the Supplier and the SC Affiliate and the original SC entity party to the Agreement shall not, by virtue of the terms of this Call-Off Contract, the entering into it or otherwise, have any responsibility or liability for the acts or omissions of the SC Affiliate entering into this Call-Off Contract.
- 3.3 To the extent of any conflict or inconsistency between this Call-Off Contract and the Agreement, the terms of this Call-Off Contract shall take precedence.

Call-Off Contract Commencement Date	
Call-Off Contract Term	The period commencing on the Call-Off Contract Commencement Date and expiring on [DATE]
Name and Address for service of Call-Off Contract Notice:	



Agreement provisions not incorporated into this Call-Off Contract	[List clauses and Schedules in the Agreement that will not apply to this Call-Off Contract.]
Amendments to the Agreement and new clauses to be incorporated into this Call-Off Contracts	[Insert any additional terms or Schedules to the Call-Off Contract which are not currently set out in the Agreement.]

By signing this Call-Off Contract each party agrees to comply with its provisions.

Signed by)
)
 duly authorised for and on behalf of)
 [SC Affiliate name])

Signed by)
)
 duly authorised for and on behalf of)
 [Insert Supplier Company Name])

SCHEDULE 5

DONOR CONDITIONS AND COUNTRY-SPECIFIC REQUIREMENTS

DONOR CONDITIONS

- 1) Name of Donor:
- 2) Donor conditions applicable to the supply of Goods and/or Services under this Agreement

[INSERT DONOR CONDITIONS WHICH APPLY TO ALL GOODS/SERVICES SUPPLIED UNDER THIS AGREEMENT. ORDER-SPECIFIC CONDITIONS CAN BE UPLOADED TO PROSAVE AS PART OF ANY PURCHASE ORDER]

COUNTRY-SPECIFIC REQUIREMENTS

- 1) Country specific requirements: the following requirements are applicable to the supply of Goods and/or Services under this Agreement in order to comply with local laws:

[INSERT ADDITIONAL REQUIREMENTS AND/OR AMENDMENTS WHICH ARE MANDATORILY REQUIRED TO COMPLY WITH LOCAL LAW. DO NOT INSERT ANY COUNTRY-SPECIFIC REQUIREMENTS WITHOUT FIRST OBTAINING CENTRE LEGAL APPROVAL]