

INVITATION TO TENDER

National Office Albania

22 May 2026

2026 - 001

Service provision related to the development, implementation and monitoring of improvement annual working plan under the framework of the project “Shkollat për Shëndetin”

SUBMISSION DEADLINE: 11 June 2026

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	<i>Service provision related to the development, implementation and monitoring of improvement annual working plan under the framework of the project “Shkollat për Shëndetin”</i>
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	15 June 2026 – 31 March 2027

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 Technical proposal: 30%

3.2 Financial proposal: 40%

3.3 Qualification and experience of the experts: 30%

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	22 May 2026
Deadline for questions from Bidders	1 June 2026
Deadline for Bid Submission	11 June 2026
Award Contact	15 June 2026

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 2 sealed envelopes (Technical and Financial) addressed to **Shkollat per Shendetin Project**
- The envelope should clearly indicate the Invitation to tender reference number **2026 – 001**, but contain no other details relating to the bid or the bidder’s name.
- All supporting documentation should be clearly labelled, grouped together and submitted in two separate sealed envelopes: one containing the Technical Proposal and the other containing the Financial Proposal, as specified above.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, no later than **11 June 2026**

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 01 June 2026 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 2-3 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 May 2026, Save the Children began the second-year implementation of the second phase of the Swiss Agency for Development and Cooperation (SDC) project "Shkollat për Shëndetin". The overall goal of Phase 2 is that the population of Albania increases its adoption of healthy behaviours and reduces the main risk factors for NCDs. More specifically, the project promotes positive behavioral changes among primary schoolchildren (aged 6–16), their families and the wider community. It is also designed to ensure handover and full ownership to local structures and central government institutions in Albania.

During the second phase, the project will continue to support the development and implementation of improvement annual working plans within regions of Tiranë, Fier, Dibër, Vlorë and Lezhë, the piloting of previously developed plans, and the strengthening of institutional mechanisms for school-based and community-based health promotion. These interventions will involve Local Offices of Pre-University Education, Local Health Care Units, municipalities, schools and other relevant institutions.

In the second year of Phase II, the project is expected to expand its interventions to additional Local Education Units/ZVAPs in different regions. In parallel, the project will continue piloting previously developed annual plans in earlier target LEUs.

During this phase the project aims to strengthen the nationwide network of health coordinators, including representatives from AKAP, DRAP, NJVKSHs, ZVAPs and municipalities, in order to support the coherent implementation of improved annual plans and health promotion standards at school level.

This assignment will also support the capitalization exercise related only to the improvement annual working plans. The capitalization exercise will document the process, results, good practices, lessons learned, challenges, enabling factors and recommendations emerging specifically from the development, implementation and monitoring of the improvement annual working plans. This will contribute to the consolidation of institutional knowledge and support sustainability of school-based health promotion interventions.

2. SPECIFICATIONS

AIM AND OBJECTIVES OF THE SERVICE

Aim:

The purpose of this Framework Agreement is to ensure the availability of qualified technical, methodological and digital support for the development, implementation, piloting, monitoring and documentation of improvement annual working plans under the project "Shkollat për Shëndetin".

The Framework Agreement will provide Save the Children with the possibility to request specific services based on a Scope of Work that will be developed during the agreement period, including but not limited to:

- development and implementation of improvement annual working plans tailored to local needs;
- piloting and documentation of existing annual improvement plans in previous target LEUs;
- strengthening of the nationwide network of health coordinators;
- establishment and use of monitoring and reporting tools;
- development and updating of e-Newsletters of Healthy Behaviours;
- collection, analysis and disaggregation of data according to project templates;

- organization and facilitation of workshops, consultation meetings and validation processes;
- preparation of reports, user guides, methodological notes and other project-related deliverables.
- support the development of the capitalization exercise related to the improvement annual working plans, including documentation of good practices, lessons learned, challenges, enabling factors and recommendations for future replication and institutionalization.

The duration of the service will be over the period **15 June 2026 – 31 March 2027**.

The selected service provider may be requested to provide services in one or more of the areas listed below:

I. Development of Improvement annual working plans

- Work closely with Local Offices of Pre-University Education, Local Health Care Units, municipalities and schools to develop improvement annual working plans focused on health promotion
- Identify health-related gaps and needs and draft tailored School Improvement Plans to address these areas through conducting and evaluating the data on the School Health Index Survey.
- Conduct comprehensive assessments in target LEUs to identify current health promotion practices, gaps, and areas for improvement.
- Organize meetings/workshops with key stakeholders including LEUs, LHCUs, and municipal representatives to understand their specific needs, resources, and capacities related to health promotion and to present and to discuss the improvement plans.
- Draft the improvement plans and support their integration into the annual plans of both Local Offices of Pre- university Education and schools.
- Provide technical guidance to Local Offices of Pre-university Education, Local Health Care Units, and Local Government Units on implementing, monitoring, and reporting on the improvement annual plans.
- Support the handover of the local plans to local authorities including the digital tools.
- Facilitate regular progress review meetings with stakeholders.
- Present draft plans to stakeholders for feedback, validation and local ownership.
- Conduct training sessions for LEUs, LHCUs, and municipal representatives on effectively using monitoring and reporting tools.

II. Piloting of Annual Improvement Plans

- Support LEUs, schools, LHCUs and local government authorities in initiating and implementing activities foreseen in existing annual improvement plans;
- Provide technical assistance to ensure that planned activities are carried out within the relevant academic year;
- Support the stakeholders in updating the e-newsletter for promoting healthy behaviours.
- Assist in collecting and documenting data on activities, outputs and outcomes;
- Prepare reports highlighting key achievements, barriers, enabling factors and lessons learned;
- Facilitate progress review meetings with stakeholders to assess implementation progress, address challenges, and adjust strategies as needed.
- Use lessons learned from piloting to refine new improvement annual working plans;.

III. Strengthening of the nationwide health coordinators network

- Provide ongoing technical assistance to local stakeholders in implementing the improvement plans and using the monitoring systems effectively.
- Facilitate knowledge exchange between different regions and LEUs to share best practices, lessons learned, and innovative approaches to health promotion.

IV. Establishment of Monitoring and Reporting tools

E-Newsletter Development: Develop "e-Newsletters of Healthy Behaviors" for each of the targeted LEUs in order to:

- allowing schools and Local Offices of Pre-university Education to collect, update and visualize information on health-related activities and improvement plans.
- promote healthy behaviors among children, parents, and the community in respective LEUs. The newsletters will feature sections on schools, community activities, and the activity calendar.
- Include interactive features in order to engage the participants.
- Assist schools in updating the platform with new content, including articles and videos on healthy behaviors, school activities, and community events, to ensure it remains engaging and informative.
- Implement a color-coded interactive calendar on the platform to highlight scheduled health promotion activities, distinguishing between school-based and community-based events.
- Establish a dashboard to track user engagement, content access, and platform usage metrics. Provide regular performance reports to stakeholders and identify areas for improvement.
- Collaborate with schools and local education authorities to create and share content such as success stories, case studies, and best practices to inspire other schools and communities.
- Integrate feedback features within the platform to gather user input from schools, parents, and community members on usability, content relevance, and areas for enhancement.

V. Support to Capitalization and Documentation

The service provider may be requested to contribute to the capitalization of health promotion campaigns and improvement annual working plans by:

Developing the methodology of the capitalization process in collaboration with the project team through supporting the dissemination, implementation follow-up and monitoring of improved annual plans at local and national levels, with focused support in Tiranë, Fier, Dibër, Vlorë and Lezhë.

Documenting the process of developing, piloting and implementing the improvement annual working plans;

Identifying good practices emerging from the implementation of the plans;

Identifying lessons learned, challenges and enabling factors;

collecting inputs from schools, ZVAPs, NJVKSHs, municipalities and other stakeholders directly involved in the plans;

analysing how the improvement annual working plans contributed to better coordination of school-based health promotion activities;

identifying elements that can support future replication, scale-up and institutionalisation;

preparing capitalization notes, case studies or reports focused exclusively on the improvement annual working plans;

formulating practical recommendations for strengthening future annual planning, implementation and monitoring processes and recommendations for strengthening the sustainability of the improvement annual working plans.

identifying elements that can support future replication, scale-up and institutionalization;

4. DELIVERABLES

- **Report on the Improvement Annual Working Plans:** The development improvement annual plans on selected LEUs. The Annual plans should be developed in Albanian and two of them should be provided in English.
- **Report on the Monitoring and Reporting E-Newsletters:** regional "E-Newsletters of Healthy Behaviors" with appropriate user guides. The E-newsletters should be published and populated with school activities. (Albanian and Executive Summary in English)
- **Report on the piloting and lessons learnt for monitoring of the implementation of the existing annual working plans:** report on the implementation and the lessons learnt of the previously developed implementation plan on each of the LEUs. (Albanian and English language)
- **Capitalization report** on the development, piloting and implementation of the improvement annual working plans: documentation of good practices, lessons learned, challenges and enabling factors; (Albanian and English language)
- Disaggregation of data according to the template of the project.

5. QUALIFICATION AND SELECTION CRITERIA OF THE SERVICE PROVIDER

The service provider (company/joint companies) should have the following qualifications to address effectively and timely the specific requirements of this assignment:

- The service provider must be a legally registered Company in Albania and comply with the country's legislation.
- The company demonstrates solid experience in development of local plans with local authorities including municipalities.
- Proven experience (5 years) designing and implementing web applications and information systems, providing a successful experience working on similar projects in Albania in the last five years.
- Experience in data analysis: collection, cleaning, exploration, transformation, statistical analysis, machine learning, visualization, and interpretation.
- Proven experience in curriculum development, training, and implementation within the education sector in Albania.
- Expertise in data analysis in collaboration with educational and health authorities.
- Experience working with health promotion projects, particularly in school settings.
- Experience at least 5 years in carrying out scopes of work of similar size and complexity in projects for the national and local government including projects financed by international donors. Experience with Swiss projects at local government is an asset.
- Experience working with pre-university education level in Albania, in the last five years.

- Experience in providing capacity development, trainings or coaching to local or central government;
- Proven Experience in managing teams of consultants/experts on similar projects.
- The service provider should have proven experience in project management.
- Must prove human resources organizational capacity, having at least 10 employees.
- 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.
- The Project Manager should have a Computer Science degree and at least 10 years of experience in the field.
- The company/joint companies's key staff should be composed of:
 - Education Experts (Pre-University) with a Master's Degree in Education or Social Sciences.
 - Health Promotion Experts with a Master's Degree in Public Health, or Biology.
 - Software engineers with a degree in Computer Engineering or a diploma in a computer-related discipline.

6. PROPOSAL

The *Service provider (company/joint companies)* is expected to submit a proposal including the following documents:

- Technical proposal should include:
 - proposed methodological approach;
 - description of how specific work orders would be implemented;
 - indicative work plan and milestones;
 - quality assurance mechanisms;
 - approach to feasibility, sustainability and local ownership;
- CV of the Company/Joint Companies, as well as CVs of all key experts, including a summary of expertise areas as per requirements of these “Terms of Reference”.
- A copy of the ID cards for the designated representative/representatives of the service provider/service providers and the key experts proposed.
- Legal registration of the Company/Companies (a copy of NIPT).
- Financial bid/proposal including the following elements:
 - daily fees for each proposed expert category, in CHF and without VAT;
 - **All products and services provided within the framework of the project shall be considered in accordance with letter “c”, point 1, article 60 of Law No. 92/2014 “On VAT” as stated in the Regulation no. 6, date 24.02.2025. As a result, VAT will be applied at a rate of zero percent (0%). If the selected supplier is subject to issue an invoice with VAT then the invoice should include the relevant codes that will be provided to the contractor.**

Activity	Type of expertise proposed (name based on CV submitted) ¹	No of days for each Expert	Daily fee without VAT for each Expert (CHF)	Total fee without VAT per each activity (CHF)
Development of one joint annual working plan including health promotion components through LEUs, NJVKSHs and local government including SHI				
Establishment of the e-newsletter for selected LEU;				
Piloting and monitoring of one improvement annual working plan				
Capitalization exercise on improvement annual working plans through supporting the dissemination, implementation follow-up and monitoring of improved annual plans				

7. AWARD CRITERIA

The award criteria consist of the following:

- A. Technical proposal: 30%
- B. Financial proposal: 40%
- C. Qualification and experience of the experts: 30%

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

CRITERIA	DESCRIPTION	SCORE
Technical proposal	Methodology, proposed approach, work plan and milestones	15%
	Feasibility, sustainability and quality assurance	15%
	Subtotal	30%

Financial proposal	Total cost for each type of activity (based on the table under section 3: “Service period”) evaluation will be done based on formula Score= Pmin×max.Points /P P – Total Price of the fee to be assessed Pmin – Total Price of the lowest Proposal maxPoints – 40	20%
	Financial feasibility	20%
	Subtotal	40%
	<i>Company:</i> Previous experience	15%
CV of the Applicant	<i>Project Manager:</i> Qualifications and experience of the proposed team leader	10%
	<i>Experts:</i> qualification and experience of the proposed key experts	5%
	Subtotal	30%
	TOTAL SCORE	

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 work closely with the team of the project “Shkollat për Shëndetin” implemented by Save the Children Albania.

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

The service provider is responsible for conducting all the envisaged activities according to the requirements, and timeline included in these Terms of Reference.

9. PAYMENT MODALITY

Payments will be made based on the agreed terms under specific scope of work orders issued under the Framework Agreement.

10. ADMINISTRATIVE ASPECTS

A Framework Agreement 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 the applications in English in a sealed envelope no later than 10–06–2026. Financial offer should be submitted in a separate envelope from the technical proposal (hardcopy

and softcopy (USB) and state if VAT is applicable for such services. 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!

ITT/ALB/2026/001

Save the Children Albania National Office Street: "Mihal Popi", Lagjia 8,

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

Tel: +355 4 2261840

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

Submission of written questions about this call may be addressed to shkollat.per.shendetin@savethechildren.org, by close of business **01-06-2026**.

All questions will be responded by close of business **04-06-2026**.

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

1. 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	<p>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.</p> <p><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></p>	1)		
		2)		

SECTION 3 – COMMERCIAL QUESTIONS

Annex 01 – Financial Offer

Activity	Type of expertise proposed (name based on CV submitted)²	No of days for each Expert	Daily fee without VAT for each Expert (CHF)	Total fee without VAT per each activity (CHF)
Development of one joint annual working plan including health promotion components through LEUs, NJVKSHs and local government including SHI				
Establishment of the e-newsletter for selected LEU;				
Piloting and monitoring of one improvement annual working plan				
Capitalization exercise on improvement annual working plans through supporting the dissemination, implementation follow-up and monitoring of improved annual plans				

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),	
	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. (Note – the Bidder must ensure that for any client references shared, the nominated client is happy to be contacted / visit by Save the Children)	
Commercial Criteria Evidence	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)	



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 Bidder	
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 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]