

INVITATION TO TENDER FOR SAVE THE CHILDREN IN ALBANIA

Albania

25/03/2021

**Framework Agreement for services related to information and communications technology (ICT), school quality improvement and capacity building for the first year of implementation of the project “Shkollat për Shëndetin”
(Framework Agreement)**

Date: 25/03/2021
Invitation to Tender 2021/002
(ITT) Reference No:

Dear Sir/Madam,

Save the Children in Albania invites you to tender for the provision of Service provision to information and communications technology (ICT), school quality improvement and capacity building for the first year of implementation of the project “Shkollat për Shëndetin”

This tender pack has been specifically created to provide you with all the information required to understand requirements, and complete a response to the tender, should you wish.

Below is a summary of all the information included in the tender pack (you can use the hyperlinks to navigate the document:

- [Part 1: Invitation to Tender Document](#)
 - 1) Introduction to SCI
 - 2) Project Overview and Requirements
 - 3) Award Criteria
 - 4) Instructions & Key Information
- [Part 2 : Core Requirements and Specification](#)
 - Provides a detailed description of SCI specific requirements – for example; volumes, delivery dates / locations, product specifications etc.
- [Part 3 : Bidder Response Document](#)
 - A template to be used to submit your response to this Invitation to Tender.
 - Includes the Terms & Conditions of Bidding.
- [Part 4 : Appendices](#)
 - Appendix 1 – TORs 2021/011 and Terms & Conditions of Purchase
 - Appendix 2 – Child Safeguarding Policy
 - Appendix 3 – Save the Children Anti-Bribery and Corruption Policy
 - Appendix 4 – Save the Children’s Human Trafficking and Modern Slavery Policy
 - Appendix 5 – The IAPG Code of Conduct

Responses should be submitted no later than **26/04/2021 at 15:00 p.m. GMT+1 Albania time** using the Bidder Response Document provided in [Part 3](#) of this tender pack. For further guidance on how to submit your response, please follow the instructions detailed [here](#).

Queries should be directed to info.albania@savethechildren.org

We look forward to receiving your response.

Procurement team



PART I – INVITATION TO TENDER

I. INTRODUCTION TO SAVE THE CHILDREN

SCI 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 and emotional support for children caught up in disasters like floods, famine and 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 at www.savethechildren.net

2. PROJECT OVERVIEW AND REQUIREMENTS

2.1 PROJECT OVERVIEW

Please see below a summary of the requirements for which Save the Children invites you to bid on. Further detail on the specific requirements of the project (volumes, dates, product specifications / drawings etc.) can be found in [Part 2 \(Core Requirements & Specifications\)](#) of this Tender Pack.

Item	Description
Country	<i>Albania</i>
Description of goods or services	Framework Agreement for services related to information and communications technology (ICT), school quality improvement and capacity building for the first year of implementation of the project “Shkollat për Shëndetin”SC-PR – 37 Terms of Reference 2021/011 attached
Duration	<i>1 year with possible extension based on performance from the date of signing the agreement</i>
Agreement Type	<i>SCI wishes to enter into an agreement with bidder which outlines the key details in which we anticipate purchasing from in the future. Such an agreement is known as a ‘Framework Agreement or FWA’. SCI makes no commitment under this agreement until we issue subsequent purchase orders outlining specific products/service or volumes.</i>

3. AWARD CRITERIA

SCI 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 three categories of criteria: Essential Criteria, Capability Criteria, and Commercial Criteria.

These criteria have been especially created to help SCI determine which bidder is able to offer the best quality and most commercially competitive solution to meet our needs and deliver the most effective programming to our beneficiaries.

3.1 ESSENTIAL CRITERIA

These are criteria which bidders **must** meet in order to be successful and 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. This criteria is scored as Pass or Fail and will not be evaluated against capability and commercial criteria.

3.2 CAPABILITY CRITERIA (40%) – Specified in the TORs 2021/011

These are criteria will used to evaluate the bidders ability, skill and experience in relation to the requirements of SCI. All bids which pass the Essential Criteria will be evaluated against the same pre-agreed Capability Criteria, which will have been created by a committee of representatives from SCI.

3.3 COMMERCIAL CRITERIA (40%) - Specified in the TORs 2021/011

These criteria will be used to evaluate the commercial competitiveness of a bid. All bids which pass the Essential criteria will be evaluated against the same pre-agreed Commercial Criteria, which have been created by a committee of representatives from SCI.

All Capability and Commercial Criteria will be weighted accordingly to reflect their importance. The Commercial Criteria will account for at least 40%. The Capability Criteria will account for up to 40% of the score and 20% of the company CVs.

4. BIDDER RESPONSE DOCUMENT

To ensure bidders provide all the required information in order for SCI to be able to effectively evaluate bidders bids against the Evaluation Criteria, a Bidder Response Document has been created. Bidders must complete the Bidder Response Document and provide various pieces of information as part of their submission.

Further information on the Bidder Response Document can be found in Section 4 of this Tender Pack, and a copy of the Bidder Response is provided in Schedule 2.

5. VETTING

Prior to a bidder supplying any goods / services they must first be vetted and cleared to work with Save the Children. 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 has been made. 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), SCI may reverse their award decision.

6. BIDDER INSTRUCTIONS

6.1 TIMESCALES

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process.

Activity	Date*
Issue Invitation to Tender	23/03/2021
Deadline for questions from Bidders	21/04/2021
Deadline for Return of Bids	23/04/2021
Bid Clarifications	26/04/2021
Award Contact	30/04/2021
Go Live	04/05/2020

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, SCI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

6.2 DOCUMENTATION FOR SUBMISSION

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

This document has been created specifically for this tender and allows Bidders to demonstrate their ability to deliver the required goods and / or services. The Bidder Response document is linked to the Essential, Capability and Commercial Criteria which will be used to evaluate the quality of the bids received. Within the Bidder Response Document instructions are provided on how to complete the document and specific guidance is provided on what information / supporting documentation is required.

The Bidder is expected to sign the statement in Section 3 of the Bidder Response Document to confirm that the bidder response is accurate and can be relied upon

6.3 SUBMISSION OF BIDS

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void.**

Bids can be submitted by hard copy:

Paper Submission: A hard copy of bid submitted on headed paper and a USB with scan copy of all submitted documents.

Bids to be submitted to:

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

Please do not open!

Project "Shkollat për Shëndetin"

Save the Children Albania country office

Street: "Komuna e Parisit", Lagjia 8,

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

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

Fax: +355 4 2263 428

E-mail: info.albania@savethechildren.org

- The envelope should clearly indicate the Invitation to tender reference number (ALB/2021/002)
- All documentation submitted should be done in their own clearly labelled envelopes (e.g. Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above.
- The application should be submitted in English in a sealed envelope. Financial offer should be in Albanian Lek and 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.

6.4 CLOSING DATE FOR BID SUBMISSION

Your bid must be received, at the specific address, no later than **26/04/2021 at 15:00 p.m. GMT+1 Albania time**. Failure to submit your bid prior to the Closing Date may result in your quote being void.

All Bids must remain valid and open for consideration for a period of not less than 60 days from the Closing Date.

6.5 KEY CONTACTS

Should you have any questions about Save the Children, this invitation to tender or anything related to this document, please contact the Save the Children contact detailed below. Enquiries should be submitted in writing via email / mail.

info.albania@savethechildren.org

Please be advised local working hours are 09:00am – 04:00pm from Monday to Friday

Please allow up to 2 working days for a response.

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

PART 2 – CORE REQUIREMENTS & SPECIFICATIONS

I. INTRODUCTION TO SAVE THE CHILDREN IN ALBANIA

SC in Albania has projects in Education, Health, Child Protection, Child Poverty and Child rights.

In March 2021, Save the Children start the implementation of the main phase of the Swiss Agency for Development and Cooperation (SDC) Project “Shkollat për Shëndetin”.

The aim of this 4-year project is to promote healthy behavioural practices and healthy lifestyle habits in the Albanian population, with a particular focus on schoolchildren (aged 6-15 years) in order to control and prevent effectively the major risk factors for NCDs.

2. SPECIFIC REQUIREMENTS

All the core requirements, specifications and methodology are available hereunder in Appendix I (TOR no. 2021/011)

PART 3 – BIDDER RESPONSE DOCUMENT

I. INTRODUCTION

This Schedule is to be used by Bidders wishing to submit a response to this Tender Process. The Bidder Response is split into the 5 sections detailed below (including hyperlinks), all of which correspond to the Evaluation Criteria referenced in the Invitation to Tender.

- [Section I - Key information](#)
- [Section 2 – Essential Criteria](#)
- [Section 3 – Capability Questions](#)
- [Section 4 – Commercial Questions](#)
- [Section 5 – Bidder Submission Checklist](#)
- [Schedule I – Terms & Conditions of Bidding](#)

At the end of the Bidder Response Document is a checklist. This should be completed by the Bidder prior to submitting their response to ensure all the relevant information and supporting documents have been included in the response.

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

2. INSTRUCTIONS

Where a response is required from a Bidder instructions and commentary is provided to illustrate what Save the Children expects and requires. The guidance provided details the **MINIMUM** requirements expected by Save the Children. If a Bidder wishes to add further information which it believes is relevant, this is acceptable but the additional information should be limited to only items which 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 – KEY INFORMATION

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

KEY INFORMATION			
Organisation Name			
Please provide details of the primary products/services supplied by your organisation			
Please explain your experience of providing the goods or services requested in this tender document.			
Website address			
Address	Main Address	Registered Address (if different)	Address for Payments (if different)
Company Registration Number		Tax Number	
Year of Registration		Country of Registration	
Type of Business (e.g. Manufacturer, Distributor, Contractor, non-profit organization)		Primary Country of Operation	
Have you supplied goods or services to SCI previously? If so, please provide a brief summary.			
KEY CONTACT DETAILS			
	Primary Contact	Secondary Contact	Emergency Contact

Name			
Job Title			
Phone / Mobile			
Email			
Address			

OTHER KEY INFORMATION

Provide details of what insurance cover you have and what the maximum value is	
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KEY ROLES & PERSONNEL

Which employees will be responsible for providing goods and services to SCI? Please list names, and job titles and contact details (e.g. account managers).	Job Title	Role	E-mail Address



SECTION 2 - ESSENTIAL CRITERIA

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

Item	Question	Bidder Response	
		Yes / No	Comments / Attachments
1	Bidder accepts Save the Children's 'Terms and Conditions of Purchase' included within Appendix 1 of the ITT, and that any work awarded from this tender process will be completed under the attached 'Terms and Conditions of Purchase'.		
2	<p>The Bidder and its staff (and any sub-contractors used) agree to comply with SCI and the IAPG's policies and code of conducts listed below, throughout this tender process and during the term of any contract awarded.</p> <ol style="list-style-type: none"> 1) Child Safeguarding Policy 2) Anti-Fraud, Bribery & Corruption Policy 3) Slavery & Human Trafficking Policy 4) IAPG Code of Conduct 5) Conditions of Tendering 	Yes / No	Comments
3	The bidder must not be a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the US or EU.	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 - Bank Letter 	Yes / No	Comments
		Requirement	Bidder Response / Attachments
		Legitimate Business Address	
		Tax Registration Number & Certificate	
		Business Registration Certificate	
Trading License if any and Bank letter			

SECTION 3 – CAPABILITY QUESTIONS

For capability questions response kindly refer to the TORs 2021/011 included in the ITT under Appendix 1

SECTION 4 – COMMERCIAL QUESTIONS

For Commercial questions response kindly refer to the TORs 2021/011 included in the ITT under Appendix 1

SECTION 5 – BIDDER SUBMISSION CHECKLIST

We, the Bidder, hereby confirm we have completed all sections of the Bidder Response Document:

No	Section	Please Tick
1.	Section 1 – Key Information	
2.	Section 2 – Essential Criteria	
3.	Section 3 – Capability Questions	
4.	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	
	Tax Registration Number & Certificate (Copy of NIPT)	
	Bank details letter issue by the bank	
	Business Registration Certificate	
	Trading License if any	
Capability Criteria Evidence	Completed Bidder Response Document	
	Proposed interventional approaches (models) for the envisaged activities (Annex 1);	
	Detailed plan of activities;	
	Timeline and key milestones.	
	CV of the Company, as well as CVs of all key experts proposed (signed by each expert), including a summary of expertise areas as per requirements of these “Terms of Reference”, demonstrating previous experience in school-based health promotion interventions and community-based activities	
Commercial Criteria Evidence	Break-down at activity level in ALL (Albanian Lekë) for all services provided (if VAT is applicable and type of invoices issued), including taxes according to the Albanian legislation;	
	Proposed payment schedule based on the plan of activities	

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

Policy	Signature
Conditions of Tendering	



Terms & Conditions of Purchase	
Child Safeguarding Policy	
Anti-Bribery & Corruption Policy	
Human Trafficking & Modern Slavery Policy	
IAPG Code of Conduct	

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

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date

.....

SCHEDULE I – TERMS & 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.

PART 4 - APPENDICES

Appendix 1 – TORs 2021/011 and Terms & Conditions of Purchase

Appendix 2 – Save the Childrens Safeguarding Policy

Appendix 3 – Save the Childrens Anti-Bribery and Corruption Policy

Appendix 4 – Save the Childrens Human Trafficking and Modern Slavery Policy

Appendix 5 – Code of Conduct for IAPG Agencies and Suppliers

APPENDIX 1 – TORs 2021/002 and TERMS & CONDITIONS OF PURCHASE

SC-PR-37 TERMS OF REFERENCE (TOR no. 2021/011)

**Framework Agreement for services related to
information and communications technology (ICT), school quality
improvement and capacity building for the first year of implementation of the
project “Shkollat për Shëndetin”
(*Framework Agreement*)**

1. BACKGROUND

In March 2021, Save the Children start the implementation of the main phase of the Swiss Agency for Development and Cooperation (SDC) Project “*Shkollat për Shëndetin*”.

The aim of this 4-year project is to promote healthy behavioural practices and healthy lifestyle habits in the Albanian population, with a particular focus on schoolchildren (aged 6-15 years) in order to control and prevent effectively the major risk factors for NCDs.

Among other things, the first year of the main phase of the project (covering the period: 01 March 2021 – 28 February 2022) aims at:

- i. enabling the necessary skills and increase schoolchildren’s knowledge for effective prevention of behavioural risk factors for NCDs and effective coping with health emergencies such as COVID-19 through:
 - school-based health promotion programs, and;
 - use of innovative technological means (digital tools) for engagement of children, their parents and communities at large in positive behavioural changes.
- ii. supporting relevant school staff responsible for inducement and promotion of healthy behaviours, proper hygienic measures, and safe environment practices among schoolchildren through:
 - training of teachers and school authorities;
 - use of digital tools for strengthening the capacities of all actors and beneficiaries of the project, and;
 - enabling of supportive environments in schools for continuous quality improvement.

2. AIM AND OBJECTIVES OF THE SERVICE

Aim of the service:

Save the Children is seeking to prequalify (preselect) relevant companies for eventually conducting information and communication technology (ICT), school quality improvement, and capacity building activities for the first year of implementation of the main phase of the project “Shkollat për Shëndetin” (March 2021 – February 2022).

Specific Objectives:

Appropriate companies should be able to eventually provide a range of services in line with the following specific objectives:

- Increase the skills and knowledge of schoolchildren (6-15 years old) for effective prevention of behavioural risk factors for NCDs and coping with health emergencies such as COVID-19, through improving pre-university education curricula, training and capacity building of teachers and other relevant school staff.
- Assess the current pre-university education curricula and identify potential gaps in disciplines covering healthy lifestyle.
- Identify potential inequalities in existing pre-university curricula among children with disabilities, minority groups or low socioeconomic status.
- Develop guidelines for practical training of children about health issues.
- Strengthen the role of teachers, school doctors and school directors on health promotion issues through implementing a national curriculum of healthy lifestyle in schools.
- Improve the university curriculum for pre-service training of new teachers about health issues, good practices/examples and new concepts.
- Increase the awareness and raise the capacities of school staff on healthy behaviours, proper hygienic measures, safe environment practices through health promotion campaigns, trainings and capacity building.
- Strengthen school capacities regarding children’s health promotion engagement.
- Develop digital applications that will promote various aspects of control and prevention of NCDs and COVID-19.
- Develop applications that will target children with special needs and children pertinent to vulnerable and marginalized population categories.
- Deliver digital health messaging through implementing a social media communication strategy.
- Set up an e-Learning platform that will enable the development of courses for teachers.

- Collaborate with representatives at national and local level to deliver e-education sessions to school staff.
- Establish digital monitoring and evaluation tools in order to enable reporting of the various activities that will be conducted in the context of the project.
- Deliver digital messaging for emergency cases regarding the health of schoolchildren, teachers and parents.
- Enable supportive environments in class and school as an institution.

3. PRINCIPLES OF AND APPROACH TO THE SERVICE

3.1. *The Service Provider (Company) is expected to be capable of eventually developing digital (online) tools in line with the following core principles:*

- All digital tools should comply with the current national developments and should be used and applied beyond the scope and timeline of the Project.
- In all cases, digital tools should be agreed with relevant institutions from the Government of Albania (GoA) and, eventually, all the relevant national institutions should use the developed tools as part of national policies and related instruments.
- The Company should make sure that domain expertise will be available for the design and implementation of the digital tools.
- The planning, design, development and implementation of all digital tools should be done in collaboration with national/local counterparts. The involvement of government institutions is also very important for the project to provide the required data of educational and health institutions.

3.2. *The Service Provider (Company) is expected to be capable of eventually conducting school quality improvement activities as specified below:*

- All activities should consist of suitable approaches and sustainable models ensuring progressive quality improvement in the 9-year schools which should eventually provide supportive environments for children to develop and apply effective life skills and positive behavioural changes.
- All quality improvement activities should be coordinated with all relevant sectors and across a large number of stakeholders in the governmental sector, other state actors, and non-governmental sector with the aim of providing synergy and foster joint action through appropriate incentives for each actor involved.

3.3. *The Service Provider (Company) is expected to be capable of eventually conducting capacity building activities of targeted audiences as specified below:*

- The trainings and other capacity building activities should be conducted based on the “training of trainers” approach and with aim to increase the capacity of the teachers, other school staff, local health personnel, and local government authorities on health and education activities to ultimately induce sustainable positive behavioural changes and healthy lifestyle practices among children, their families, and communities at large.

3.4. *The Service Provider (Company) is expected to be capable of eventually ensuring a wide coverage of project beneficiaries as specified below:*

- All the interventions should aim at reaching also the most marginalized and vulnerable subgroups of children and adolescents and create a sustainable solution for their social inclusion.
- The service provider should consider carefully the situation of vulnerable and marginalized population subgroups and should apply meaningful approaches to ensure that children with special needs, those pertinent to Roma and Egyptian minorities, and other population subgroups left behind are included and benefit from the health promotion activities implemented in the framework of the current project.

3.5. *The Service Provider (Company) is expected to be capable of eventually ensuring timely and effective response to the current needs of beneficiaries as described below:*

- All the activities should respond to the current needs of beneficiaries and other actors involved. From this perspective, the service provider should also respond to and address the implications of the ongoing pandemic, thereby reshaping the approach toward healthy lifestyle choices including the social and physical adaptations required in response to the COVID-19 crisis.

3.6. *The Service Provider (Company) is expected to be capable of eventually ensuring direct participation and contribution of beneficiaries as described below:*

- All the interventions should carefully consider and adequately address the principles of participation and decision-making, which are fundamental principles of good governance. From this standpoint, all the proposed interventions should consider (whenever relevant and applicable) direct participation and full involvement of pupils’ governments, parent councils, curricular teams, teachers' councils, school boards, commissions of health, safety & environment of the schools.

3.7. *The Service Provider (Company) is expected to be capable of eventually ensuring prompt feedback and valuable insights from all concerned parties as described below:*

- All the interventions should stimulate sharing of the ideas, feedback, opinions, and discussions of the participating schoolchildren, school staff, parents, and all other relevant actors.
- The service provider should consider introduction of innovative technologies for effective and timely delivery of health promotion messages to schoolchildren, their parents, and school staff thereby increasing further their capacities, competencies and resources for promoting healthy behaviours among schoolchildren.
- In addition, appropriate means should be sought by the service provider in order to allow beneficiaries (schoolchildren, parents, and school staff) to communicate, share and discuss about all the envisaged activities implemented in the framework of the current project.

4. ELIGIBILITY CRITERIA FOR POTENTIAL SERVICE PROVIDERS

The service provider (Company) should meet the following criteria in order to address effectively and timely the specific requirements of this call:

- The service provider (Company) must be a legally registered Company.
- The service provider (Company) must have a turnover of the last two financial years above EUR 500.000; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.
- The service provider (Company) must have proven experience in developing and implementing information and communication technology systems (ICT).
- The service provider (Company) must have proven human resources organizational capacity, having at least 10 full-time employees.

Additional exclusion criteria

Tenderers shall be excluded from participating in the tender procedure if they:

- Have been sentenced by final judgment on one or more of the following charges: participation in a criminal organization, corruption, fraud, money laundering;
- Are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- Have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
- Do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence.

Preferential Criteria

The successful applicant (company) should be:

- with proven experience in carrying out scopes of work of similar size and complexity in projects for the national and local government;
- with proven experience carrying out similar scopes of work complexity in projects financed by international donors;
- with proven experience in conceptualizing, designing and implementation of Information Systems;
- with proven experience working with pre-university education level in Albania, in the last five years;
- with proven experience in the design and/or implementation of information systems supporting children/vulnerable groups of children in Albania, in the last five years;
- having customer references for successful implementation of similar Projects;
- previous experience in providing capacity development, trainings or coaching to local or central government;
- previous experience in curriculum development;
- at least 3 experts should be with academic background;
- previous experience in managing teams of consultants/experts in similar projects, proved with experts' contracts.

The company should propose a team with at least:

- Full-time dedicated team members with Public Health Education;
- Education Experts (PhD) (Pre University and University);
- Health Promotion Experts;
- IT Experts (Team Structure and Certifications);
- Project Management Experts.

5. PROPOSAL

The *Service Provider (Company)* is expected to submit a proposal, including:

- Technical proposal including, at least, the following elements:
 - Proposed interventional approaches (models);
 - Comprehensiveness and coherence according to the specific objectives of this call;
 - Feasibility of the proposed interventions.
- Financial bid/proposal including the following elements:
 - Cost structure;
 - Daily fees in ALL (Albanian Lekë) of the proposed experts (all taxes included), differentiating between senior experts and junior experts.

- CV of the Company, as well as CVs of all key experts proposed (signed by each expert), including a summary of expertise areas as per requirements of these “Terms of Reference”, demonstrating previous experience in ICT, school quality improvement, or capacity building activities.
- A copy of the ID cards for the designated representative of the service provider (Company) and the key experts proposed.
- Legal registration of the company (a copy of NIPT).

Important Note

Bidders are not expected to provide a total price for the mandate, but rather indicate the daily fees in ALL (all taxes included) of the proposed experts. The evaluation of the bids will be done using a formula giving an overall score in function of the profile and experience of the bidding organization, the adequacy of the proposed experts and the fee charged for each of them. The total value of the mandate will be established in a second stage, with the winners, based on a jointly agreed operational planning that respects the budget constraints of the project.

6. Award Criteria

The award criteria consist of the following components:

- Technical proposal: 40%
- Financial proposal: 40%
- CV of the applicant: 20%

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

CRITERIA	DESCRIPTION	SCORE
Technical proposal	Comprehensiveness (completeness) and coherence (consistency) of the proposal	10%
	Methodology: proposed intervention approaches (models)	20%
	Feasibility of implementation	10%
	<i>Subtotal</i>	40%
Financial proposal	Experts’ daily fees	20%

	Financial feasibility and cost structure	20%
	<i>Subtotal</i>	40%
CV of the applicant	<i>Company</i> : experience of the company with similar projects (in school-based interventions and/or community-based health promotion)	5%
	<i>Project Manager</i> : degrees, qualifications and experience of the proposed team leader (project manager)	5%
	<i>Experts</i> : qualification (in ICT and public health) and experience (in school quality improvement and capacity building programs) of the proposed key experts	10%
	<i>Subtotal</i>	20%
TOTAL SCORE		100%

FRAMEWORK AGREEMENT FOR THE SUPPLY OF SERVICES

SCI contract reference number: [insert]

PARTIES

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

RECITALS

- (1) The Customer has invited the Supplier to enter into this framework agreement (the "**Framework Agreement**" or "**Agreement**") to provide services to the Customer [and the Framework Purchasers] [include if required] from time to time on a call off basis.
- (2) This Framework Agreement sets out the general principles applicable to all supplies of services by the Supplier to the Customer [and the Framework Purchasers]. [include if required] The specific provisions applicable to each supply of services will be set out in individual purchase order forms.

GENERAL PROVISIONS

I Definitions and interpretation

- I.1 In this Agreement unless the context requires otherwise:
 - (a) **Applicable Laws:** means all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time.
 - (b) **Case law and Guidance** includes relevant case law, guidance from the European Data Protection Board, the UK Information Commissioners' office, or any EU Member State Data Protection Authority
 - (c) **Confidential Information:** information provided directly or indirectly by one Party (the "**Disclosing Party**"), its employees, agents or subcontractors concerning the Disclosing Party's business or its products or its services, to another Party (the "**Receiving Party**") on or after the date of the Agreement including all technical or commercial know-how, Specifications, inventions, processes or initiatives which have been marked as "confidential", described as "confidential" or reasonably understood to be confidential. Such information may be provided in a number of ways, including without limitation, in oral or documentary or electronic form. Where the Disclosing Party is the Customer, Confidential Information will also include information concerning the business or operation of the SCA, its SCA members and associate members that the Supplier receives during the term of the Agreement.
 - (d) **Contract:** has the meaning given to it in Clause 3.3 of the Agreement.

- (e) **Controller** means the entity or person which determines the purposes and means of the processing of personal data.
- (f) **Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (g) **EEA:** European Economic Area.
- (h) **[Framework Purchasers:** means the entities listed in Schedule 5 which may be varied in accordance with Clause 23.6.] *[Delete if not applicable]*
- (i) **Order:** any order of Services by the Customer pursuant to a Purchase Order Form or a Scope of Work.
- (j) **Personal Data:** any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation.
- (k) **Processor** means the entity or person which processes personal data on behalf of the controller.
- (l) **Purchase Order Form:** has the meaning given to it in Clause 3.2 of the Agreement.
- (m) **Scope of Work:** has the meaning given to it in Clause 3.2 of the Agreement.
- (n) **SCA:** Save the Children Association, a Swiss Association formed pursuant to Articles 60-79 of the Swiss Civil Code.

1.2 If there is any conflict or ambiguity between the terms of the documents listed below, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list:

- (a) this form of the Agreement;
- (b) the Purchase Order Form;
- (c) any tender documents including the invitation to tender and conditions of tendering. Where additional terms or particulars contained within those tender documents are not reflected in this Agreement and/or any Purchase Order Form, such terms or particulars shall not be incorporated into the Agreement and/or Contract unless the Customer has relied on them and entered into the Agreement and/or Contract on that basis; and
- (d) any invoice or quotation provided by the Supplier.

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 the Agreement and/or any Contract.

1.3 In this Agreement, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) [A reference to a “Party” or the “Customer” shall be interpreted to include a Framework Purchaser in the context of a provision relating to a Contract entered into between the Supplier and a Framework Purchaser.] *[include if required]*
- (d) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (e) Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 Duration and Commencement

- 2.1 The Agreement shall commence on *[insert commencement date]* and shall end on *[insert end date]*.
- 2.2 The Agreement at the end of its initial term may be renewed for another *[insert length of renewal]*, subject to the mutual agreement of both Parties. *[Delete this entire clause if not applicable]*

3 Services

- 3.1 The Supplier is appointed to provide the services listed in Schedule 1 (the “**Services**”).
- 3.2 The Customer *[and/or any Framework Purchaser]* *[include if required]* may, at its absolute discretion and from time to time during the term of the Agreement, order specific Services from the Supplier using the Customer’s Purchase Order Form or a Scope of Work, a template version of which is attached as Schedule 2 to this Agreement.
- 3.3 The contract between the Parties in respect of any individual order of Services will comprise the terms of this Agreement and the applicable Purchase Order Form and/or Scope of Work (together, the “**Contract**”).
- 3.4 The Parties acknowledge and agree that:
 - 1.1.1 the supply of services under this Agreement is not an exclusive arrangement;
 - 1.1.2 the Customer may purchase from any third party services that are the same as, or comparable to, the Services; and

1.1.3 the Supplier may supply to any third party services that are the same as, or comparable to, the Services.

3.5 No undertaking nor any form of statement, representation or obligation shall be made or be deemed to have been made by the Customer in respect of the total quantities of values of the Services to be ordered by them pursuant to this Agreement, and the Supplier acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement or representation.

4 Price for the Services

4.1 The charges for Services called off from this Agreement shall be calculated in accordance with the rates set out in Schedule 3.

4.2 The reference rates for the Services shall remain fixed for [the duration of this Agreement / ***[insert number of months]]. [The Parties shall conduct a review of the reference rates ***[insert number of months] after commencement of this Agreement.] *[Delete if not applicable or else amend as required. Delete clause 4.2 if the price is non-fixed]*

4.3 The Supplier shall:

- (a) provide a competitive price for the Services at all times; and
- (b) advise the Customer of potential savings for every order placed by the Customer.

4.4 Unless stated in the applicable Purchase Order Form or Scope of Work, fees and charges shall be deemed to include packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, national insurance, duties and impositions or other contributions which are or may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable in connection with this Agreement and shall not be subject to alteration for any reason whatsoever.

5 Invoicing and payment

5.1 Invoices for the Services performed under a Contract shall be sent to the Customer on, or after, completion of [the Services/each phase of work] to the Customer's satisfaction. Each invoice must quote the Customer's order number, be in the currency stated in [Schedule 3/the applicable Purchase Order Form or Scope of Work] and addressed to the Customer contact specified in [Schedule 3/the applicable Purchase Order Form or Scope of Work]. *[Please choose applicable option]*

5.2 Correctly rendered invoices will be paid within 45 days from the date of invoice. *[If you want to amend this please seek approval in accordance with the Procurement Manual]*

5.3 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Agreement and/or any Contract.

- 5.4 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Agreement and/or any Contract.
- 5.5 All invoices provided under this Contract must be accurate and complete including a correct purchase order number. Where any invoice provided under this Contract is rejected by the Customer on the grounds that the invoice is inaccurate or incomplete including if the purchase order number is inaccurate or missing, the Supplier shall re-submit a corrected invoice upon the Customer's request. For the avoidance of doubt, correct invoices shall be payable within 45 days of receipt by the Customer. .
- 5.6 In the event of any conflict or ambiguity between the Agreement and any Purchase Order Form or Scope of Work, the terms of the Agreement shall have priority.
- 6 Change to Service specification [optional clause – consider if it is appropriate to include]**

For each Order, the Customer may at any time, in writing, make reasonable changes in the Services described in a Purchase Order Form or Scope of Work. If any changes cause an increase or decrease in the cost of, or the time required for the supply or performance of, such Services, an equitable adjustment shall be made in Supplier's fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within **10 days [amend if required]** of Supplier's receipt of the change notification, and must be approved in writing. If such adjustment cannot be agreed, the Customer may revert to the original specification or cancel the Order in which case it will reimburse the Supplier for any direct costs reasonably incurred by the Supplier prior to cancellation, which costs the Supplier will take all reasonable steps to minimise.

7 Performance of Service

- 7.1 In providing the Services, the Supplier shall:
- (a) ensure that the Services and Deliverables correspond with their description in the applicable Purchase Order Form or Scope of Work for each Order and any applicable specification, and that they comply with all applicable statutory and regulatory requirements;
 - (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

7.2 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

7.3 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.

7.4 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Clause 7.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

7.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

7.6 The Supplier shall perform the Services in accordance with the timing specified in the applicable Purchase Order Form or Scope of Work for each Order or as notified to the Supplier by the Customer. Time shall be of the essence in respect of this Clause 7.6.

7.7 If the Supplier fails to comply with the time requirement referred to in Clause 7.6 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.

7.8 The Services shall be supplied at the destination and on the date or within the period specified in the applicable Purchase Order Form or Scope of Work for each Order and, in any event, during the Customer's usual business hours or as instructed by the Customer.

- 7.9 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 7.10 The Customer shall be entitled to reject any Services supplied which are not in accordance with the applicable Purchase Order Form or Scope of Work for each Order. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 7.11 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the applicable Purchase Order Form or Scope of Work for each Order. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.
- 7.12 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.
- 7.13 The Supplier agrees that the Supplier Key Personnel listed in Schedule 1 or any Scope of Work will carry out the Services. The Supplier Key Personnel shall not be replaced before completion of the Services and without notice to the Customer unless:
- (a) the individual is unable to work due to illness or injury for a significant period: or
 - (b) the individual leaves the employment of the Supplier; or
 - (c) the individual is on statutory leave other than annual leave/study leave.

8 Warranties

- 8.1 The Supplier warrants to the Customer that:
- (a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
 - (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution and performance under the Agreement and/or any Contract and will produce evidence of that action to the Customer on its request;
 - (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
 - (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Agreement was complete and accurate in all material respects at the time it was supplied, and any amendments or

changes to the previously supplied information will be provided to the Customer without delay;

(e) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;

(f) none of its directors or officers or any of the employees of the Supplier has any interest in any other supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any other transaction or arrangement with the Customer;

(g) the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not or owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws (as defined in Clause 10.3); and

(h) the Supplier is not aware of, and does not have any reason to suspect, any breach of Clause 10.3, and it is not aware and does not have any reason to suspect that performance of this Agreement and/or any Contract would put either party at risk of breaching any Sanctions and Export Control Laws.

8.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 8.1 during the term of the Agreement, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken within a specified time period. Failure to implement the requested measures may lead to the termination of the Agreement and/or any Contract. These rights are without prejudice to the Customer's rights in Clause 17.

9 Key contacts and service reviews

9.1 The relevant contacts are as follows:

	Customer Contact	Supplier Contact
<i>First contact</i>	Name: [**] Title: [**] Email address: [**] Tel: [**]	Name: [**] Title: [**] Email address: [**] Tel: [**]
<i>Second contract</i>	Name: [**] Title: [**] Email address: [**] Tel: [**]	Name: [**] Title: [**] Email address: [**] Tel: [**]

9.2 Purchase Order Forms and Scopes of Work may only be issued by a Customer Contact named in this Agreement or someone identified to the Supplier by that Customer Contact as its authorised delegate.

- 9.3 The Customer reserves the right to conduct a formal review of the Agreement after 12 months.
- 9.4 Service review meetings for an Order shall be held according to the frequency set out in the applicable Purchase Order Form or Scope of Work or as otherwise agreed between the Parties. The review meetings shall comprise the Parties' project managers designated in the applicable Purchase Order Form or Scope of Work.

10 Compliance

- 10.1 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.
- 10.2 The Supplier and its suppliers and sub-contractors shall not in any way:
- (a) engage in transactions with, or provide resources or support to armed groups, individuals and entities which are sanctioned, or individuals and organisations associated with terrorism, or otherwise be involved directly or indirectly with terrorism,
 - (b) be involved directly or indirectly in the manufacture or sale of arms;
 - (c) have any business relations with governments for any war related purpose; or
 - (d) transport the any goods that the Customer has agreed to purchase as part of the Services together with any military equipment.
- 10.3 The Supplier shall (and shall also require that all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors shall):
- (a) 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;
 - (b) 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 this Agreement and/or any Contract (including, but not limited to, obtaining any required export licences required for the export of goods by or on behalf of the Supplier to the Customer or its agents [or any of the Framework Purchasers or their agents] at the relevant delivery address), and shall further inform the Customer [and the Framework Purchasers] 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 the Customer [or any of the Framework Purchasers] to apply for or obtain any further licences, authorisations or permissions

- (c) not make any funds or economic resources available, directly or indirectly, to or for the benefit of, any person or entity that is currently listed under or otherwise directly or indirectly targeted by any Sanctions and Export Control Laws (including any funds or economic resources paid by the Supplier on behalf of the Customer [or any of the Framework Purchasers] or received by the Supplier from the Customer [or any of the Framework Purchasers] in accordance with this agreement);
- (d) the Supplier must ensure that it provides to the Customer the names and dates of birth of its key staff in order that the Customer can screen these names against sanctions lists, using the Customer's third party screening provider. Before providing the names to the Customer, the Supplier must ensure that all its key staff have been informed that their names will be provided to the Customer for screening using a third party provider, and, if necessary, the Supplier has sought their consent;
- (e) the Supplier must ensure that it regularly checks its staff, suppliers and sub-contractors against sanctions lists and must immediately inform the Customer of any apparent correlation;
- (f) not do anything which would cause the Customer [or any of the Framework Purchasers] to be in breach of any Sanctions and Export Control Laws (including but not limited to supplying items from country of origin which would mean that any conceivable supply or use of these items would be restricted under the Sanctions and Export Control Laws).

10.4 No provision of this 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.

10.5 The Supplier shall commit to the Customer's zero tolerance approach towards sexual exploitation and abuse, harassment, sexual harassment, intimidation and bullying. The Supplier, and its suppliers and sub-contractors shall not in any way engage in any actual, attempted or threatened:

- (a) sexual exploitation or abuse of a child or children, including but not limited to physical or emotional abuse, exploitation, neglect or any other form of maltreatment;
- (b) sexual exploitation or abuse of adults in vulnerable populations, including but not limited to the Customer's adult beneficiaries, and the Customer's staff and representatives;
- (c) sexual harassment, harassment, intimidation or bullying of the Customer's staff, representatives or of anyone you come into contact with while delivering the terms of this Contract.

10.6 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:

- (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,

(together, the “Mandatory Policies”) attached as Schedule 4.

- 10.7 The Supplier shall take reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.
- 10.8 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 10.9 The Supplier shall cooperate with the Customer on any investigations into alleged breaches of the Mandatory Policies, including but not limited to inspection and access to documents and personnel related to the breach, suspected or attempted breach.
- 10.10 The Customer may provide training or materials to the Supplier on protecting children and vulnerable populations from sexual exploitation and abuse, and on anti-harassment, intimidation and bullying. The Supplier shall, at the Customer’s request, share any training or materials with any contractor, employee or other agent of the Supplier who will come into direct contact with the Customer’s personnel, beneficiaries or members of the vulnerable population, through the performance of the terms of this Contract.
- 10.11 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Agreement and any Contract act in accordance with, the IAPG Code of Conduct appearing in Schedule 4 and any local or international standards which are applicable to the Services.

II Audit

11.1 The Supplier agrees to allow the Customer's [and the Framework Purchasers'] employees, agents, professional advisers or other duly authorised representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, and including information regarding the Supplier's current and former personnel and other relevant personal data held by the Supplier, for the purpose of making audits, examinations, excerpts and transcriptions and for the purpose of verifying compliance with the requirements of Clause 10. The Supplier agrees the extension of such rights to duly authorised representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office ("OLAF"), the United States Government, the Controller General of the United States and any other representatives instructed by a donor organisation of the Customer to carry an audit of the Supplier's operations. The Supplier shall ensure that, it has informed each person whose personal data is being provided to/accessed by any person or entity pursuant to this clause, of the information shared and the purpose of sharing such data before providing/allowing access to the data and, where necessary, obtained such person's consent.

12 Indemnity

12.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) breach of any warranty given by the Supplier in Clause 8;
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Agreement and/or any Contract by the Supplier, its employees, agents or subcontractors;
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents;
- (g) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Supplier Key

Personnel against the Customer arising out of or in connection with the provision of the Services; and

- (h) any claim in respect of all taxes, national insurance or other contributions arising out of or in connection with the provision of the Services, and any costs, claims, penalties, interest, expenses or proceedings arising out of or in connection with such taxes and contributions.

13 Customer property

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (“**Customer Materials**”) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

14 Customer's name, branding and logo

- 14.1 The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.

15 Re-tendering

- 15.1 The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

16 Insurance

- 16.1 During the term of the Agreement, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Agreement and/or any Contract, and shall, on the Customer'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.

17 Termination

- 17.1 The Customer may terminate the Agreement and/or any Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least [1 month's] written notice. *[Amend as appropriate]*
- 17.2 The Customer may terminate the Agreement and/or any Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if:
 - (a) the Supplier is in material breach of its obligations under the Agreement and/or any Contract;

- (b) the Supplier is in breach of its obligations under the Agreement and/or any Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request;
- (c) 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;
- (d) the Customer reasonably believes that any of the events mentioned above in paragraphs (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly;
- (e) the Customer believes, in its sole and absolute discretion, that continuing contractual relations with the Supplier may damage the reputation and/or resources of the Customer;
- (f) the Customer believes, in its sole and absolute discretion, that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices or may have failed to comply with any laws relating to prohibited parties, terrorism or money laundering or has or is likely to breach the requirements of Clause 10;
- (g) a donor ceases to provide the necessary funds for the Services or requires the Customer in writing to terminate the Agreement and/or a Contract; or
- (h) the Customer reasonably believes that (i) the Supplier, or any of its directors, officers, employees, affiliates, agents, suppliers and subcontractors has breached Clause 10.3, 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 Contract would otherwise be restricted by, or would put either party at risk of breaching, any Sanctions and Export Control Laws..

17.3 Termination of Agreement and/or any Contract shall not affect:

- (a) Clauses 7.1, 7.7, 7.9, 7.10, 7.11, 8, 12, 13, 14, 18, 19 and 24 which shall continue without limit in time;
- (b) the Parties' obligations existing under each Contract still in force at the time of termination, which shall survive and remain binding on each Party until the date on which the Supplier has discharged all its obligations under the relevant Contract. For the avoidance of doubt, any on-going Scope of Work shall continue after the termination of this Agreement under the terms of the relevant Contract until that Scope of Work terminates under its own terms or by agreement of the Parties (as the case may be); and
- (c) any rights, liabilities or remedies arising under the Agreement and/or any Contract prior to such termination.

18 Confidential Information

18.1 Subject to Clause 18.2 below, a Receiving Party shall:

- (a) keep in strict confidence all Confidential Information provided directly or indirectly by a Disclosing Party, its employees, agents or subcontractors;
- (b) restrict disclosure of Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under this Agreement and/or any Contract; and
- (c) ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

18.2 Clause 18.1 shall not apply to Confidential Information to the extent that:

- (a) the Confidential Information is required to be disclosed by law or any Governmental Authority. If the Receiving Party believes that this Clause 18.2(a) applies, it shall, as far as it is practicable and lawful to do so:
 - (i) first consult the Disclosing Party to give the Disclosing Party an opportunity to contest the disclosure; and
 - (ii) take into account the Disclosing Party's reasonable requirements about the proposed form, timing, nature and extent of the disclosure;
- (b) the Confidential Information is required to be disclosed for the purpose of any arbitral or judicial proceedings arising out of the Agreement and/or any Contract; or
- (c) the Confidential Information is required to be disclosed to meet the obligations set out in Clause 11.

19 Personal Data

19.1 In addition to its obligations of Confidentiality, the Supplier, as Processor, shall ensure that in relation to any Personal Data:

- (a) it shall process such Personal Data only in accordance with the Customer's written instructions and only to the extent necessary for the purposes set out in this Agreement;
- (b) such Personal Data is processed and transferred in accordance with the applicable data protection laws, regulatory guidelines and industry standards;
- (c) the Supplier has in place appropriate technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected; and

- (d) the Supplier has in place procedures so that any third party it authorises to have access to the Personal Data shall respect and maintain the confidentiality and security of such Personal Data. Any person acting under the authority of the Supplier shall be obliged to process the Personal Data only on the instructions of the Supplier; and
- (e) the Supplier shall promptly comply with any request from the Customer requiring the Supplier to amend, transfer or delete such Personal Data.

- 19.2 Where the Supplier engages a third party contractor to process the Personal Data on its behalf, it shall do so **[only with the consent of SCI and]** by way of a written agreement with the third party contractor which imposes the same obligations on the contractor in relation to the security of the processing as are imposed on it under the terms of the Agreement and the applicable data protection laws. *[The red text gives SCI the option of consenting to the appointment of sub-contractors and third parties to process personal data. The wider the circle of individuals having access to the personal data, the less SCI will be able to control the way in which the data is being processed. SCI should therefore be careful when allowing the Supplier to appoint sub-contractors especially if the data involves beneficiary personal data or staff personal data beyond professional contact details. If unsure, we would recommend including the consent requirement, as this permits sub-contracting within SCI's control.] If the supplier will not agree to this, the following can be used as an alternative: [At least 30 days before the Supplier engages any sub-processor to carry out processing activities on Personal Data on behalf of the Customer, the Supplier will notify the Customer in writing of the details of that sub-processor. If the Customer objects to a sub-processor, then the Supplier will use reasonable endeavours to find an acceptable replacement sub-processor. Without prejudice to any termination rights the Customer has under the Agreement, if the Supplier cannot find a replacement sub-processor [within 21 days of the Customer objecting to the original sub-processor], the Customer may terminate the part of the supply to which the sub-processing relates].*
- 19.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or other request, complaint, notification or communication in relation to such Personal Data from a person or entity other than the Customer (including a request from a governmental or regulatory authority) and shall provide the Customer with full co-operation and assistance in relation to any such request, complaint, notice or communication.
- 19.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorised or unlawful processing, loss of, damage to or destruction of such Personal Data and shall provide the Customer with full co-operation and assistance in relation to responding to and rectifying such incident.
- 19.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data relating to the processing of Personal Data by the Supplier.
- 19.6 The Supplier shall not export the Personal Data outside [insert country] **[Note: please insert the country in which the Personal Data will be processed]**.
- 19.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Agreement is not

sufficient, the Parties shall amend the Agreement as necessary to comply with all Applicable Laws.

20 Notices

- 20.1 Any notice under or in connection with the Agreement and/or any Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this clause. Notice shall be sent by prepaid first-class post, recorded delivery, e-mail or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.
- 20.2 Any notice shall be deemed to have been duly received:
- (a) if sent by prepaid first-class post or recorded delivery, on the second day after posting;
 - (b) if delivered by commercial courier, on the date that the courier's delivery receipt is signed; or
 - (c) if sent by e-mail, at 9:00am UK time on the next UK business day after transmission.
- 20.3 This Clause 20 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this provision, "writing" shall include e-mails.

21 Force majeure

- 21.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Agreement and/or any Contract to the extent that such failure or delay is caused by a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Agreement and/or any Contract.
- 21.2 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, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.
- 21.3 If any events or circumstances prevent the Supplier from carrying out its obligations under the Agreement and/or any Contract for a continuous period of more than 14 days, the Customer may terminate the Agreement and/or any Contract immediately by giving written notice to the Supplier in accordance with Clause 20.

22 Dispute Resolution

- 22.1 If any performance dates or service level is not met, or if a Party otherwise fails to perform its obligations under the Agreement and/or any Contract, then without prejudice to the Parties'

rights under the Agreement and/or any Contract, the relevant Party shall escalate the issue to the Customer and Supplier Contacts and then to their respective senior management for resolution (including agreeing any necessary changes or improvements within a settled timeframe).

- 22.2 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 settlement by the courts of England and Wales, in accordance with Clause 24.
- 22.3 Nothing in the Agreement shall prevent any party from taking such action as it deems appropriate (including any application to a relevant court) for injunctive relief or other emergency or interim relief.

23 General

23.1 Assignment and subcontracting

- (a) The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract.
- (b) The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Agreement and/or any Contract without the Customer's prior written consent.

23.2 Severance

- (a) If any court or competent authority finds that any provision of the Agreement and/or any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement and/or any Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Agreement and/or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23.3 Waiver and cumulative remedies

- (a) No waiver of any right or remedy under the Agreement and/or any Contract shall be effective unless it is in writing and signed by both Parties. No failure or delay by a Party in exercising any right or remedy under the Agreement and/or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Agreement and/or any Contract are cumulative and do not exclude rights provided by law.

23.4 No partnership

Nothing in the Agreement and/or any Contract 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. No Party shall have authority to act as agent for, or to bind, the other Party in any way. At no time shall the Supplier hold themselves (or any substitute or any Key Personnel) out as being an officer or employee of the customer or any of its affiliates, and the Supplier (or any substitute or any Key Personnel) shall not have any authority to conclude any contracts on behalf of the company or any of its affiliates or to enter into any legally binding commitment on its or their behalf.

23.5 Third party rights

A person who is not a party to the Agreement and/or any Contract shall not have any rights under or in connection with it.

23.6 Variation

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

23.7 Entire agreement

The Agreement (including, for the avoidance of doubt, any schedules thereto) and any applicable Purchase Order Form entered into between the Parties set out the whole agreement between the Parties in respect of the provision of the Services and supersede any previous draft, agreement, arrangement or understanding, whether in writing or not, relating to the provision of the Services. It is agreed that:

- (a) no Party has relied on or shall have any claim or remedy arising under or in connection with any statement, representation, warranty or undertaking made by or on behalf of the other Party in relation to the provision of the Services that is not expressly set out in the Agreement and any applicable Purchase Order Form under which the relevant Services are being provided; and
- (b) any terms or conditions implied by law in any jurisdiction in relation to the provision of the Services are excluded to the fullest extent permitted by law or, if incapable of exclusion, any rights or remedies in relation to them are irrevocably waived.

Nothing in this Clause 23.7 shall limit any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

24 Governing law and jurisdiction

24.1 The Agreement and any Contract shall be governed by and construed in accordance with English law. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Agreement and any Contract or their subject matter or formation (including non-contractual disputes or claims).

25 Special terms and conditions

[Include any additional items as necessary which are not covered by the Contract, such as requirements from any Donor that must be passed down to the Supplier. It is important that any particular requirements of the

Donor in the [Donor Conditions] [Fund summary] that are not otherwise contained in the Contract are included here. Delete this clause if it is not required.

Note for all procurements of goods or services for USAID grants, cooperative agreements where donor agreement was signed after 1st July 2015 please add the Supplier Contract Annex. This includes a USAID compliance clause. Also, consider requesting that the Modern Slavery and Human Trafficking Compliance Plan available [here](#) is completed.]



Signed for and on behalf of the Supplier:

Signed for and on behalf of the Customer:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Position

.....
Position

Date:

Date:

[Delete second signature if not required]

Second signature for and on behalf of the Supplier:

.....
Signature

.....
Name

.....
Position

Date:

SCHEDULE I

AVAILABLE SERVICES

- 1. Service Description** [Detail the Services the supplier will provide under the framework]
- 2. Specifications** [Detail the specifications for the Services (e.g. meet ISO quality)]
- 3. Supplier Key Personnel** [List out the key supplier's staff that are required to be available to provide the services, excluding for reasons beyond the supplier's control including employee leaving supplier and statutory leave. Further detail about Supplier Key Personnel, including of any Supplier Project Team (where relevant), may be set out in the relevant Scope of Work.]
- 4. Governance and Escalation** [List out the relevant individuals and, for the Key Personnel, their job titles. Further detail about escalation procedures may be set out in the relevant Scope of Work.]
- 5. Service Levels** [Include any service levels, if applicable. For example, quote response times, order confirmation times, lead times to perform the service. Delete this if not required. Further detail about service levels may be set out in the relevant Scope of Work.]
- 6. Timescales** [Set out the timetable for performing the Services. Further detail about timescales may be set out in the relevant Scope of Work.]
- 7. Milestones** [Set out the milestones for the Services. Further detail about deliverable milestones may be set out in the relevant Scope of Work.]
- 8. Deliverables** [Set out any general deliverables for the Services. More detailed deliverables, and deliverable milestones, may be set out in the relevant Scope of Work]
- 9. Acceptance Criteria** [Set out any general criteria for accepting the Deliverables or the Milestones including timings for Acceptance and remedy for unaccepted Deliverables or Milestones (i.e Supplier to remedy at no additional cost to SCI). More detailed acceptance criteria may be set out in the relevant Scope of Work.]
- 10. Assumptions / Dependencies** [Set out Supplier / SCI Assumptions / Dependencies.]
- 11. Exit assistance** [Set out details of the exit assistance which the Supplier will provide to SCI]



SCHEDULE 2

PURCHASE ORDER FORM / SCOPE OF WORK TEMPLATE

[See SCI Order Form SCI-PR-13A Purchase Order for Framework Agreements, which is based on SCI-PR-13 Purchase Order template but tailored for use with a Framework Agreement OR SCI Scope of Work template on next page, which is drafted for Consultancy Services but may be updates for other forms of Services, as appropriate.]

SCOPE OF WORK

This Scope of Work constitutes an order for Services by Save the Children International [insert country office if relevant] (“**SCI**” or “**Customer**”) under the framework agreement between SCI and [insert Supplier name] (the “**Supplier**”) dated [insert date framework contract was signed] with reference number [insert SCI reference number appearing on front page of the framework agreement] (the “**Agreement**”).

The Services are being ordered in connection with the [insert name of project and reference details, eg. SCI SoF] (the “**Project**”).

The provision of Services under this Scope of Work shall be in accordance with the terms and conditions set out in the Agreement, save as expressly varied in this Scope of Work. Capitalised terms and expressions used in this Scope of Work have the same meanings given to them in the Agreement, unless the context otherwise requires.

1. Location: The Supplier will provide the services at [insert locations]

2. Duration:

Commencement Date: [insert]

End Date: [insert]

3. Objective:

[Copy from ToR taking into account any clarifications/amendments]

4. Deliverable summary: [The below table format is an example - amend as appropriate]

The supplier will produce the below deliverables

Deliverable title	Format	Submit to	Delivery date
<i>Inception report</i>	<i>Presentation</i>	<i>Project Board</i>	<i>12 October 2020</i>
<i>Draft business case</i>	<i>Completed SCI business case template</i>	<i>SCI Project lead</i>	<i>26 October 2020</i>

5. Acceptance criteria: [delete if not applicable and adjust period as appropriate]

SCI will have a period of [15] working days (“Evaluation Period”) after provision of each deliverable or any part of each deliverable in accordance with this Scope of Work to verify that such deliverable or part thereof is not deficient and therefore deemed satisfactory.

6. Deliverable milestones:

The Supplier is responsible for the below activities

[List the activities the supplier will undertake in line with the agreed project approach/methodology.

The below table format and contents is an example – amend as appropriate]

Milestone	Duration	Key activities	SCI responsibilities	SCI sign-off
<i>Internal analysis</i>	<i>Wks 0-1</i>	<ul style="list-style-type: none"> • <i>Data gathering and analysis</i> • <i>Stakeholder workshop</i> • <i>Field office visit</i> 	<i>Provide appropriate sponsorship , stakeholders and SMEs as required</i>	<i>n/a</i>
<i>External analysis</i>	<i>Wks 1-2</i>	<ul style="list-style-type: none"> • <i>Market analysis</i> • <i>External interviews</i> 	<i>Provide appropriate sponsorship , stakeholders and SMEs as required</i>	<i>n/a</i>
<i>Draft inception report</i>	<i>Wks 2-3</i>	<ul style="list-style-type: none"> • <i>Presentation of draft report to project team</i> 	<i>Project team to provide feedback on inception report</i>	<i>Project team</i>
<i>Inception report</i>	<i>By end of Wk 4</i>	<ul style="list-style-type: none"> • <i>Presentation of final Inception report to Project board</i> 	<i>To ensure availability of Project board</i>	<i>Project board</i>

7. Schedule: *(delete if not applicable)*

[The Supplier’s agreed program can be inserted here. This should show the activities/tasks being undertaken each week for the duration of the services]

Activity	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5

8. Supplier Project Team: *[delete/amend as applicable]*

[If a project team will be providing the services, detail who the team are using the table below and the amount of time they will be dedicating to the project.]

[For engagements based on a deliverable basis stipulate the ‘Minimum number of project days’. For engagements based on a daily or hourly rate basis stipulate the ‘Total days’]

Name	Grade / Years of relevant experience	Role	Total days	% of Time allocated to project
	<i>Director</i>	<ul style="list-style-type: none"> • <i>Senior project oversight and quality assurance</i> 	<i>5</i>	<i>5%</i>
	<i>Senior Consultant</i>	<ul style="list-style-type: none"> • <i>Project lead</i> 	<i>40</i>	<i>80%</i>
	<i>Junior Consultant</i>	<ul style="list-style-type: none"> • <i>General Project support namely data gathering and analysis</i> 	<i>25</i>	<i>50%</i>

9. Supplier Key Personnel: *[delete if not applicable or if the same as set out in the main Agreement]*

[If certain key personnel are required to provide the services for the duration of the contract, list them below]

The Supplier agrees that the Supplier Key Personnel listed below will carry out the Services.

The Supplier Key Personnel are:

Name: *[insert names and titles]*

Name: *[insert names and titles]*

Name: *[insert names and titles]*

10. Status Updates/Reporting: *[delete if not applicable]*

[If a reporting procedure is relevant to this contract, include the below provisions amended as appropriate]

The SCI Project lead is: *[insert name and title]*

The Supplier will provide the SCI Project lead with the following:

- *[insert type of status update/report, frequency and format]*

Each status update shall be provided in **[insert language]** unless agreed in writing for it to be written in another language

The Supplier shall provide other status updates to the organisation, on reasonable notice during the term of the contract

If so required by SCI, the Supplier agrees to make all reasonable modifications and corrections to any update/report.

11. Escalation Procedure: *[Delete if already covered appropriately in main Agreement]*

In the case where escalation is needed, the following path will be followed:

SCI	Supplier
[Insert job title]	[Insert name and contact details]
[Insert job title]	[Insert name and contact details]

12. Fees and Payment terms:

Payment Dates

[To better control costs, SCI preference is for payment to be linked to either deliverables, scheduled instalments or all in arrears upon satisfactory completion of the services. Amend the below as appropriate. (If seeking to pay in advance acquire prior legal approval)]

SCI shall pay the Supplier the following sum(s) (the “**Fees**”) calculated in accordance with the rates set out in Schedule 3 to the Agreement:

- payable in **[3]** instalments, payable within 45 days of receipt by Save the Children of a valid invoice to be submitted as follows:
 -on satisfactory completion of **[insert deliverable]**.
 - on satisfactory completion of **[insert deliverable]**.
 - on satisfactory completion of **[insert deliverable]**.

In no event should the fees exceed **[insert total cost]**

No extra fee will be paid for any work beyond the agreed timeframes

The Fees are inclusive of all costs, overheads and expenses, including travel, subsistence and accommodation. *[amend as appropriate]*

[Insert agreed rate card if different from the rate card set out in the main Agreement]

Payment will only be made for the contractually agreed Services.

13. Intellectual Property

For the purposes of this section,

“Intellectual Property” means any patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, created by or on behalf of the Supplier in the course of providing the Services or in the Work (unless otherwise agreed in writing by the parties).

“Work” means any documents, reports, designs and other work products produced by the Supplier in the course of providing the Services.

13.1 The Supplier agrees to assign (and in respect of copyright and database rights arising in the future, hereby assigns) all Intellectual Property for the full term of those rights, to the intent that those rights will immediately upon their creation vest in Save the Children. The Supplier agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Intellectual Property to Save the Children.

13.2 At the request of Save the Children, the Supplier shall execute all such documents and do all such things reasonably required to enable Save the Children to obtain registration or other protection for the Intellectual Property and to vest ownership of the Intellectual Property in Save the Children. The Supplier hereby irrevocably and unconditionally waives in favour of Save the Children all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any materials made by it in the course of providing the Services and performing its obligations under this agreement.

13.3 The Supplier warrants that:

- (a) it has full right, power and authority to enter into this agreement and assign the rights assigned under this agreement;
- (b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work;
- (c) the use of the Work or the Intellectual Property Rights in the Works by SCI will not infringe upon the rights of any third party.

13.4 The Work shall be the property of Save the Children and shall (at Save the Children’s option and request) be handed over to Save the Children or deleted from time to time on demand and in any event upon the termination or expiry of this agreement.

14. SPECIAL CONDITIONS

[Include in this section any other additional items as necessary which are not covered by the above headings, e.g. specific Donor Conditions that must be passed down to the Supplier; penalty provisions if payments are late; any contingency planning that may be needed]

[Each Scope of Work agreed under the Agreement must be signed by the parties]



**Signed on behalf of *[insert
Supplier name]***

**Signed on behalf of Save the
Children International *[insert
country office if relevant]***

Title:

Name:

Date:

Title:

Name:

Date:

SCHEDULE 3 REFERENCE CHARGES AND PAYMENT TERMS

1. **SoW Charges / Sow Rate card** *[Set out the charges for the Services]*
2. **[Materials and services charged to in addition to the SoW Charges]** *[Specify what these are and the anticipated charges for them. State any additional charges to be agreed in advance in writing]*
3. **Invoicing Instructions** *[Set out instructions for invoicing, who invoice should be invoiced to, currency of invoice. If the Services are provided on an hourly basis include the following mandatory wording:]*

[The Customer shall pay the Supplier a fee of [insert amount and currency] per [hour OR day] [exclusive OR inclusive] of VAT.

Within 15 days of the last working day of the previous calendar [month] during the term, the Supplier shall submit to the Customer 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 the Customer is inaccurate, the Customer will reject the invoice and reserves the right to withhold payment for that [month]. The Customer reserves the right to request timesheets on a weekly basis.]

APPENDIX 2 – SAVE THE CHILDRENS SAFEGUARDING POLICY

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)

- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

14. Hitting or otherwise physically assaulting or physically abusing children.
15. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
16. Developing relationships with children which could in any way be deemed exploitative or abusive.
17. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
18. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
19. Behaving physically in a manner which is inappropriate or sexually provocative.
20. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
21. Doing things for children of a personal nature that they can do themselves.

22. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
23. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
24. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
25. Spending excessive time alone with children away from others.
26. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

APPENDIX 3 - SAVE THE CHILDRENS ANTI BRIBERY & CORRUPTION POLICY

Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of bribery and corruption.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

Responding: Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

APPENDIX 4 – SAVE THE CHILDRENS HUMAN TRAFFICKING & MODERN SLAVERY POLICY

1. Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to engage in human trafficking or modern slavery.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

2. What is human trafficking and modern slavery?

The Modern Slavery Act (MSA) 2015 covers four activities:

Slavery	Exercising powers of ownership over a person
Servitude	The obligation to provide services is imposed by the use of coercion
Forced or compulsory labour	Work or services are exacted from a person under the menace of any penalty and for which the person has not offered themselves voluntarily
Human trafficking	Arranging or facilitating the travel of another person with a view to their exploitation

Modern slavery, including human trafficking, is a crime and a violation of fundamental human rights. It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal or commercial gain. We have a zero-tolerance approach to modern slavery and we are committed to acting ethically and with integrity in all our business dealings and relationships and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business or in any of our supply chains.

We are also committed to ensuring there is transparency in our own business and in our approach to tackling modern slavery throughout our supply chains, consistent with our national and international disclosure obligations, and shall comply with all applicable laws, statutes, regulations and codes from time to time in force, including:

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

Save the Children is committed to preventing human trafficking and modern slavery, including through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of human trafficking and modern slavery.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of human trafficking and modern slavery.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of human trafficking and modern slavery.

Responding: Ensuring that action is taken to identify and address cases of human trafficking and modern slavery.

To help you identify cases of human trafficking and modern slavery, the following are examples of prohibited categories of behaviour:

- a. **'Chattel slavery'**, in which one person owns another person.
- b. **'Bonded labour' or 'debt bondage'**, which is when a person's work is the security for a debt – effectively the person is on 'a long lease' which they cannot bring to an end, and so cannot leave their 'employer'. Often the conditions of employment can be such that the labourer can't pay off their debt and is stuck for life, because of low wages, deductions for food and lodging, and high interest rates.
- c. **'Serfdom'**, which is when a person has to live and work for another on the other's land.
- d. **Other forms of forced labour**, such as when passports are confiscated (sometimes by unscrupulous recruitment agencies) from migrant workers to keep them in bondage, or when a worker is 'kept in captivity' as a domestic servant. If a supplier or contractor appears to impose excessively harsh working conditions, or excessively poor wages, then you should always be alive to the possibility that a form of forced labour is occurring, and take care with your due diligence.
- e. 'Child Slavery', which is the transfer of a young person (under 18) to another person so that the young person can be exploited. Child labour may, in fact, be a form of child slavery, and should not be tolerated. See the Save the Children Child Safeguarding Policy for further details.
- f. 'Marital and sexual slavery', including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

4. The Commitment we expect from commercial partners

We expect the same high standards from all of our contractors, suppliers and other business partners, and as part of our contracting processes, we may include specific prohibitions against the use of forced, compulsory or trafficked labour, or anyone held in slavery or servitude, whether adults or children, and we expect that our suppliers will hold their own suppliers to the same high standards.

Please contact your Save the Children representative if you have further questions.

APPENDIX 5 – CODE OF CONDUCT FOR IAPG AGENCIES & SUPPLIERS



Suppliers and manufacturers to Non Governmental Organisations (NGO's) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

- Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
- Goods produced and delivered by organisations subscribe to no exploitation of children
- Goods produced and manufactured have the least impact on the environment

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

- Employment is freely chosen
- The rights of staff to freedom of association and collective bargaining are respected.
- Living wages are paid
- There is no exploitation of children
- Working conditions are safe and hygienic
- Working hours are not excessive
- No discrimination is practiced
- Regular employment is provided
- No harsh or inhumane treatment of staff is allowed.

Environmental Standards:

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

Business Behaviour:

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone's basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

Qualifications to the statement

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

Disclaimer

This Code of Conduct does not supersede IAPG Members' individual Codes of Conduct. Suppliers are recommended to check the Agencies' own websites.