

Date:31/03/2021

Request for Quotation (RFQ) Reference No: 2021/003

Dear Sir/Madam,

Save the Children requests your submission of a quotation to provide services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following services: **CHILD SAFEGUARDING ONLINE TRAINING MODULES FOR CWD PROJECT IN ALBANIA**. We include the following information for your review:

- Part 1: Quotation Information
- Part 2: Conditions of Quotation Process
- Part 3: Terms and Conditions of Purchase (which will be signed by the successful Bidder)
- Part 4: Save the Children's Child Safeguarding Policy
- Part 5: Save the Children's Anti-Bribery and Corruption Policy
- Part 6 : Save the Children's Human Trafficking and Modern Slavery Policy
- Part 7: The IAPG Code of Conduct
- Part 8: Tender Response template

Your quotation must be received in the following format:

- Full completion of the "Quotation Response" document in order that your quotation may be regarded as compliant. Those quotations not completed may be treated as void.
- One hard copies of quote to be submitted on headed paper.
- Quotes to be submitted in a sealed envelope, addressed to **Save the Children** at the below address. The envelope should indicate the RFQ reference number, but have no other details relating to the bid.

Address: Rr. Mihal Popi Ndertesa 7, ish pall 1 Maj, Tirana, Albania

Your quotation must be received at the address below not later than **09 April 2021** ("the Closing Date"). Failure to meet the Closing Date may result in the quotation being void. Returned quotations must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the quotation requirements, please contact in writing at the following address: info.albania@savethechildren.org

We look forward to receiving a quotation from you and thank you for your interest in our account.

Yours faithfully,

Procurement

PART 1: QUOTATION INFORMATION

Introduction

Save the Children is the world's leading independent organisation for children. We work in 120 countries. 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.

Provisional timetable

<u>Activity</u>	<u>Date</u>
Issue Request for Quotation	<i>01 April 2021</i>
Return of Quotations (Closing Date)	<i>09 April 2021</i>

Indicative information

1. Background

Save the Children is an independent child rights organisation working globally. Save the Children's Office in Albania runs a long-term development programme and has established a high profile and sound reputation in child rights issues, particularly in the following thematic priority areas: Education, Child Protection, Child Rights Governance and Health.

Save the Children in Albania focuses its work on capacity building and strengthening of services for children and the creation of a policy and legislative environment which responds to key child rights issues in the country. To achieve our tasks, we primarily work with and through partners like non-governmental organizations (local and international), UN and the Government. This ensures that the rights of the greatest number of children are met in the best possible way. We constantly monitor and evaluate all projects to ensure quality in our work.

Save the Children is establishing and strengthening structures and mechanisms which monitor and advocate for children's rights, promote ways to protect children from all forms of exploitation and violence and also empower and support children to meaningfully increase their participation in school life and beyond and be advocate of their rights and influence decisions that bring about changes in their future lives.

Background of the project

Safeguarding the children that we come into contact with throughout our work is a key priority for Save the Children International (SCI). 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. Within Save the Children, Child Safeguarding is making Save the Children safe for children. It is our individual and collective responsibility to ensure all children are protected from deliberate or unintentional acts that lead to the risk of, or actual, harm caused by Save the Children staff, representatives, partners, volunteers, contractors and visitors to our country programmes.

SCI acknowledges fully the duty to safeguard and promote the welfare of children, and ensure all our safeguarding measures are embedded, accessible and communicated clearly to staff, partners, children and their communities, in a language they understand.

SCI is aware that there may be additional vulnerabilities facing children associated with their age, socio-economic background, disability, gender, racial heritage, religious belief, identity, sexual orientation or identity, and is committed to ensuring this does not form barriers to effective safeguarding.

SCI will take all reasonable steps to make itself safe, both as an organisation and in the conduct of all aspects of its day-to-day operations of emergency, humanitarian, developmental, policy and campaigning work.

SCI's Board, including a Safeguarding Trustee, plus the Senior Leadership Team, will ensure that adequate steps are taken to best reflect the cost of implementing this policy in operational plans, budgets and funding proposals.

This includes:

- . providing an appropriate safeguarding staffing infrastructure for SCI;
- . providing finances, information, guidance, training, learning and development at regional, country and program levels;
- . assigning a designated Board Member with the responsibility for child safeguarding oversight through proactively 'checking and challenging' that safeguarding is effective throughout the organisation, and is considered in relevant Board decisions;
- . implementing appropriate responses to alleged breaches of this policy;
- . providing 'Minimum Safeguarding Requirements' to ensure consistency of safeguarding provision across SCI and its partner network.

2. The services object of this procurement procedure

Save the Children Albania is looking for qualified consultancy companies to be able to deliver (develop and implement) an e-learning platform designed to provide teachers, administrators, children and other stakeholders with a single robust, secure and integrated system to create personalised learning environments, more specifically by implementing the *Child Safeguarding Online Training*. Some general features of the platform are described below:

- . The e-learning platform should focus on developing an online training module focused on Child Safeguarding.
- . The e-learning platform as a system should be simple and cost-effective.
- . The e-learning platform should be a simple learning and collaboration tool for users not familiar with the process details.
- . The e-learning platform should be a communication and information tool.
- . The e-learning platform should be adaptable to user characteristics.
- . The e-learning platform should be flexible and expandable from in house or third party developers.

In long term the e-learning platform should be able to extend and expand its functionalities for other online training modules.

The e-learning platform as closed environment should contain the following functionalities:

- **System administration panel module** - should provide customers with the ability to publish information on the web page without any knowledge of the HTML code. Proposed solution should be a highly functional, web-based, which offers high flexibility regarding content upload, editing, and placement within the web pages.
- **Course module** - The course module should be spaces on the e-learning platform. Members of the following user groups should create courses, administrators and/or course creators. Users with teacher responsibility should be able to add the content and re-organize them according to their own needs.
- **E-Testing module** - The e-testing module should allow the teacher to design and build quizzes consisting of a large variety of Question types, including multiple choice, true-false, short answer and drag and drop images and text. These questions should be saved in the Question bank and be re-used in different quizzes.
- **Certificate module** - The Certificate module creates PDF certificates/diplomas for learners of the course and should be completely customizable. The administrator should be able to design the certificate, add borders, watermarks, seals and even show grade information.
- **Reporting / dashboards** – The system should provide different reports according to the stakeholder’s requirements for each user role. These reports must include activity, participation, statistical reports, and standard reports for administrators.
- **Communication tools** - This feature should allow participants to have a real-time synchronous discussion.
- **Calendar event tools** - The system should provide an overview of different level of events. Displayed on the main page, calendar should always start with the current month, with user option to change the month.

3. Child Safeguarding Online Training Module

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

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.

3.1 The course module

On the e-learning platform must be in accordance with *Save The Children’s Child Safeguarding Policy* and must include functional requirements as below:

A. Course content - the following settings should be available:

- Course full name
- Course summary
- Format
- Number of weeks/topics
- Course start date
- News items to show
- Show grade book to learners
- Show activity reports
- Maximum upload size

Features of the course module:

- . Assignments: This feature should enable teachers to grade and give comments on uploaded files and assignments created on and off line
- . Chat: This feature should allow participants to have a real-time synchronous discussion
- . Choice: Teachers can ask a question and specify a choice of multiple responses
- . Database: This feature should enable participants to create, maintain and search a bank of record entries
- . Feedback: For creating and conducting surveys to collect feedback.
- . Forum: This feature should allow participants to have asynchronous discussions
- . Glossary: Should enable participants to create and maintain a list of definitions, like a dictionary
- . Lesson: This feature should enable delivering of content in flexible ways
- . Quiz: This feature should allow the teacher to design and set quiz tests, which may be automatically marked and feedback and/or to correct answers shown
- . Survey: This feature should allow for gathering data from learners to help teachers learn about their class and reflect on their own teaching
- . Wiki: A collection of web pages that anyone can add to or edit
- . Workshop: This feature should be design to enable peer assessment

B. Resources - following type of resources should be supported:

- . Book - Multi-page resources with a book-like format. Teachers should be able to export their Books as IMS CP
- . File - A picture, a pdf document, a spreadsheet, a sound file, a video file
- . Folder - For helping organize files and one folder may contain other folders
- . IMS content package – Should allow to add static material from other sources in the standard IMS content package format
- . Label - Can be a few displayed words or an image used to separate resources and activities in a topic section, or can be a lengthy description or instructions
- . Page - A single, scrollable screen that a teacher creates with HTML editor and appears to the learners
- . URL – A link learners can use to go to any place they can reach on their web browser, for example Wikipedia

C. Blocks - At least the following blocks should be available. It will be at the discretion of the user which block to show on his profile, or the administrator:

- . Calendar: to display events such as site, course, groups etc.
- . Comments: to allow users to add comments.
- . Course completion status: to show statistics about the status of a course to both learners and teachers
- . Course overview: to enable learners to check their course progress and view upcoming deadlines. Allow teachers to easily see activities needing grading
- . Course/site summary: provides a summary and/or description for the course
- . Courses: lists and allows navigation between all of the courses in which the logged in user is enrolled in
- . Feedback: provide a quick link to global feedback activities which have been set up from the front page
- . Latest news: Recent posts made in the forum should be displayed in the Latest announcements block, along with a link to older archived news
- . Learning plans: Should give users quick access to any learning plans they may have
- . Logged in user: Should display certain information about the user who is currently logged in a course
- . Messages;
- . Private files: Should enable access to a user's private files area
- . People: should contain a link to the list of participants associated with that particular course area in various roles
- . Quiz results: should display the highest and/or lowest grades achieved on a quiz within a course
- . Recent activity: should show users updates since they last accessed the course
- . Search forums: should allow the users to search the course forums for a word or phrase
- . Settings: should allow the users to select the blocks they want to appear on their dashboard
- . Social activities: should enable additional activities to be added to a course in social format
- . Starred courses: should display the courses which an enrolled user has 'starred';
- . Upcoming events: should display events from the calendar in a summarized.

3.2 E-Testing module

A. E-testing content

Defining test should consist of the following settings:

- . The time of commencement and completion of the test;
- . The duration of the test;
- . Number of attempts;
- . Access to the test (with password or no password) ;
- . Shuffle questions;
- . Publication of test results ;
- . Time of publication: immediately after completion of the test, after the test period, after each question (quiz), not to publish the results, etc.

Pronounced results: only the number of correct answers , percentage of correct answers, information whether the test is successfully/unsuccessfully completed, a detailed insight into the answers etc;

B. Management

Management of the tests should provide:

- . Introduction of individual questions from a list of already created issues or groups of issues;
- . Removal of the test question or group of questions;
- . Number of questions in the test;
- . Organizing questions in groups;
- . Random selection of questions for each group by determining the number of questions in the group;
- . Import and export of questions: native format, spreadsheet format, IMS QTI (Question and Test Interoperability) format;
- . Entry criteria for passing the test (percentages, points, ...);
- . Setup of other basic parameters.

3.3 E-Certification module

The certificate module should contain the following elements and settings:

- . Each certificate should have a unique certificate number that can also be printed in the certificate
- . Creation of new certificates and link the certificate with the specific course.
- . Teachers or the administrator should be able to set standards that must be met before certificate can be issued
- . Possibility to upload images such as an already designed certificate, borders, watermarks, seals, logo, signatures etc.
- . Fully customizable certificates, using images, adding, modifying or deleting elements such as date, security code (if applicable), grade, teachers name or other custom text, certificate type/print orientation etc.;
- . Teachers should be able to set conditions based upon other activities in the course before a certificate can be issued.

- . Possibility to choose different delivery options, such as email, downloads and open in browser option. The learner should also have the possibility to save the certificate in his/her personal folder.
- . The certificates should be managed from the system administration panel.
- . The format of the certificate should be pdf or jpg.
- . The certificate name should appear on the course home page. It should be possible to have many different certificates in one course
- . A short introductory text should be displayed to users when they open the Certificate activity. This text should tell the user the purpose or requirements of the certificate.

4. Technical Requirements of the e-Learning Platform for Child Safeguarding Online Training Module

The purpose of this non-functional and technical requirements section is to provide documentation to implement and operate the e-learning platform.

E-learning technical requirements will ensure that the platform:

- . is capable of meeting a wide variety of workload processing demands;
- . provides processing integrity;
- . provides general operating reliability;
- . provides data security;
- . provides user information security.

E-learning platform technical requirements are described below.

General Architecture

The platform requires a web-based system that is modular in design to accommodate changing business needs. The system should provide robust, high-availability performance in a scalable design. The platform has to be built using the most recent release of an open source existing platform or a recognized standard solution.

A. Availability

- . System must be fully accessible during working hours.
- . Expected downtime: system maintenance must be performed during non-working hours when limited functionality is allowed. Expected downtime should be notified at least 48h before.
- . Unexpected downtime: During working hours a problem that impedes functioning of a normal working process must be solved in 2 hours. During non-working hours a problem must be solved in 8 hours.
- . Recovery: In case of full disaster the system should be back online in 7 days. Maximum data loss is allowed to be 20 minutes (constant backups about changed data are done every 20 minutes).

B. Operations and Computing Performance

- . Response times of the login and other activities in the platform should remain less than 3 second.
- . Reports should be ready in less than 10 seconds.
- . If response time is known to be longer than 4 seconds, the page should show to the user that it is expecting the response from database and it should be impossible to send repeated request to server.

C. Security

- . Standard login and password methods must be employed to prevent users from accessing another user's profile or performing functions on another user's profile or for another user. The

system should accommodate multiple security levels for system administrators and individual users

- . After 30 minutes of inactivity, system automatically logs the user out and directs user to login screen. After re-login, work continues where it was left off. Users are warned 5 minutes before timeout.
- . In case a user is creates an account through the “create a new account” functionality of the web page, the account becomes available only after:
 - o The user confirms through the link sent to his official email address
 - o The manager or the administrator confirms the registration through the system administration panel
- . Every user has to have its own personal account in the system. Using other persons’ accounts is prohibited.

D. Access Controls

The system should enforce integrity controls both for user-role based access control & security and for internal consistency. System administrators must be able to add/change and delete users and assign role-based security. All activities must be audited and available for reporting. System must enforce rules for password expiration and setting with periodic mandatory password changes.

E. Software Instances

The platform must have at the minimum two instances – production; and test and development versions.

F. Operating systems and browsers

- . The platform should be usable on supported Windows and Apple platforms (i.e. no Windows XP).
- . The platform follows W3C compliant web standards (HTML, CSS, Javascript) and should be usable on following browsers:
 - o IE 9+
 - o Firefox two last versions
 - o Chrome two last versions
 - o On less popular browsers (IE 6+, Firefox 3+, Safari, Opera) web portal should be usable in at least minimum functionality, design and full functionality may not work properly.
 - o Solution must be optimized for desktop usage

G. Data Backup and Archival

The solution must provide full backup, recovery and restore facilities for the database within the overall solution to enable complete file restoration and recovery. At this time there are no archival requirements.

H. Flexibility, scalability and expandability

- . The e-learning platform should be developed in a way to ensure flexibility of technical infrastructure. Flexibility is the system capability to change and correct its parameters depending on working conditions and modes of its individual components and subsystems.
- . The e-learning platform should be designed as a scalable and expandable solution in order to accommodate continuous growth, future needs, functionalities and modules to be added to the system after the initial deployment, as well as to enrich existing functionalities and tools.

I. Documentation

- . System should be documented at level that the next developer can continue developments without consulting previous developer.

- Help should be solved in form of extended forms (i.e. all the necessary help texts are already available in the page itself next to the form, report etc)
- Full user manual should be provided.

Supplier must test all software components before and after installation.

5. Assessment

Save the Children, Albania is looking for qualified consultancy companies to be able to deliver the following services:

1. Enable a supportive environment in class and school as an institution.
2. Set up an e-Learning platform that will provide an appropriate safeguarding staffing infrastructure for SCI.
3. Develop and implement an e-Learning platform that will ensure consistency of safeguarding provision across SCI and its partner network.

Award of the contract will be based on the following criteria:

6. ESSENTIAL CRITERIA

Bidders must meet the following criteria:

- That the bidder has legitimate business /official premises, or that they are registered for trading and tax as appropriate.
- That they are not any prohibited parties or on government blacklisting.

A. CAPABILITY CRITERIA

The following criteria are considered very important in the evaluation of this quotation

Quality /Service and Capacity (60 %)

- Demonstrated experience in conceptualizing, designing, and implementation Information Systems. 20 points
- Demonstrated experience in the design and/or implementation of information systems and/or web portals supporting children/ vulnerable groups of children in Albania, in the last three years. 10 points
- Demonstrated experience carrying out similar scopes of work complexity in projects financed by international donors, in the last three years. 10 points
- Demonstrated experience in providing capacity development, training, or coaching. 10 points
- Previous experience in curriculum development. At least 3 experts with academic background. 10 points

B. COMMERCIAL CRITERIA

Cost factor-pricing (40 %)

- The total fee should be provided. 20 points
- Cost breakdown structure. 20 points

Table 1. The evaluation criteria and their respective weight

No	CRITERIA		WEIGHT (%)
1	CAPABILITY CRITERIA		60
1.1	Demonstrated experience in conceptualizing, designing, and implementation Information Systems.		20
1.2	Demonstrated experience in the design and/or implementation of information systems and/or web portals supporting children/ vulnerable groups of children in Albania, in the last three years.		10
1.3	Demonstrated experience carrying out similar scopes of work complexity in projects financed by international donors, in the last three years.		10
1.4	Demonstrated experience in providing capacity development, training, or coaching.		10
1.5	Previous experience in curriculum		10

	development. At least 3 experts with academic background.		
2	COMMERCIAL CRITERIA		40
2.1	Total fee		20
2.2	Cost breakdown structure		20
TOTAL			100

7. Timetable of the procurement

Date	Activity
Launching/Publication	
01.04.2021	Call Publication
09.04.2021	Deadline for submission
14.04.2021	Decision by internal committee
16.04.2021	Contracting and start of work

8. Administrative aspects

Applicants can submit questions to: info.albania@savethechildren.org within 02 April 2021.

Kindly allows 2 (two) working days for the reply.

The offer shall be submitted in English in a sealed envelope. Financial offer should be submitted in a separate envelope. On each envelope should be written in a clear way the full name of the tender you are applying to.

Address: The complete offer is to be submitted to the following address:

Please do not open

Save the Children Albania country office
 Street. "Komuna e Parisit", Lagjia 8,
 Building 1 Maji, Vila "Lami"; P.O. Box 8185
 Tel: +355 4 2261840 / +355 4 2261929 / +355 4 2266227
 Fax: +355 4 2263 428

E-mail: info.albania@savethechildren.org

Late submissions: Bids submitted too late cannot be taken into consideration. They will not be opened and will be destroyed.

Award decision: All bidders will be informed in writing of the award decision.

PART 2: CONDITIONS OF QUOTATION

1. 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 Request for Quotation.
- (b) **Bidder** - a person or organisation who submits a quotation.
- (c) **Conditions** - the conditions set out in this 'Conditions of Quotation' document.
- (d) **Cover Letter** - the cover letter attached to the Quotation Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Request for Quotation** - the Quotation 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 Albania (NIPT J92308003D)
- (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 quotation.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

2. 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.

3. Late quote submissions

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

4. Correspondence

All communications from Bidders to SCI relating to the quotation must be in writing and addressed to the person identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Request for Quotation. Responses to questions submitted by any Bidder will be circulated by SCI to all Bidders to ensure fairness in the process.

5. Acceptance of Quotations

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

6. Alternative offer

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

7. Prices

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

8. No reimbursement of quotation expenses

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

9. Non-Disclosure and Confidentiality

Bidders must treat the Request for Quotation, 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 Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder 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 quoting 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.

10. Award Procedure

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

11. Information and Record Keeping

SCI shall consider any reasonable request from any unsuccessful Bidder for feedback on its quotation and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its quotation 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.

12. Anti-Bribery and Corruption

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

13. Child Protection

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

14. Human Trafficking and Modern Slavery

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

15. Exclusion Criteria

Any Bidder 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 Bidder operates.

Any Bidder will automatically be excluded from the quotation process if it is found that they are guilty of misrepresentation in supplying the required information within their quotation bid or fail to supply the required information.

16. Conflict of Interest / Non Collusion

Any Bidder 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 Bidder 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 quotation.
- 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 quotation process.

17. Assignment and novation

All Bidders 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 3: TERMS AND CONDITIONS OF PURCHASE

1 Definitions and Interpretation

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and Save the Children Albania (the "Customer"), in relation to the validly issued purchase order ("Order") (the Order and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Compliance and Ethical Standards

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall 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, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with prohibited party armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier is taking 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.

3.4 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies or Condition 8 (Supplier's Warranties), and shall inform the Customer of full details of any action taken in relation to the reported breach.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.

4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.

4.4 Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms 2010 identified in the Order, or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.

4.5 The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.

4.6 The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Price and Payment

Payment will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

7 Termination

7.1 The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.

7.2 The Customer may terminate the 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 the Supplier:

a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or

b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

7.3 In the event of termination, all existing Orders must be completed.

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;

b) 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;

c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;

d) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and

e) information provided to the Customer are, and remain, complete and accurate in all material respects.

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that

party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

9.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

10 **General**

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

10.2 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 Contract without the Customer's prior written consent.

10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.

10.4 If any court or competent authority finds that any provision of the 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 Contract shall not be affected.

10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

10.6 The 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 Contract or its subject matter or formation.

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

PART 4: SAVE THE CHILDREN'S CHILD 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.

PART 5: SAVE THE CHILDREN'S ANTI-BRIBERY AND 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 quotation 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.

**PART 6: SAVE THE CHILDREN’S HUMAN TRAFFICKING AND
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.



PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND 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 practised
- 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.

TENDER RESPONSE

(Please provide information against each requirement, additional rows can be inserted for all questions as necessary)

ESSENTIAL CRITERIA

In order to qualify as a bidder you must be able to answer 'Yes' against all of the Essential Criteria. after passing the essential criteria you will be scored against Capability and Commercial criteria.

- A) Do you have a legitimate business/official address OR are you registered for trading or tax purposes with the authorities : Yes/ No

- B) Do you agree to comply with our standard policies and procedures as stated in RFQ or Invitation to Tender (ITT) document : Yes/No

- C) Do you confirm that you are not any prohibited parties or on Government blacklists : Yes/ No

Section 1 - Bidder's general business details

1. General information

Organisation Name:		
Contact Name:		
Phone:		Fax:
Email:		Parent company (if applicable):
Principle Address:	Registered Address:	Payment Address:
Registration number:		Tax number:
Legal status (Sole Proprietor /Partnership/Company) :		
Year of registration:		Annual Turnover:

2. Please provide details of the type of your organisation (manufacturer, distributor, etc):

3. Please provide details of the primary products/services of your organisation:

4. Please list your employees who would be involved with Save the Children. One employee should be the key point of contact for Save the Children:

Name	Job title	Role for Save the Children account	Direct telephone number	Email address

5. Please detail what your insurance cover provides and what the maximum value is (if any) :

CAPABILITY CRITERIA

- *Quality /Service and Capacity (60 %)*•

Section 2: Bidder capacity

1. Number of years of relevant experience to provide similar goods or services?

2. What are your standard working hours and what after-hours services do you provide in the event of an emergency?

3. Detail any benefits or additional services your organisation can offer Save the Children as part of the contract:

4. Details of Geographic coverage in Country / outside

5. What quality standards does your organisation adhere to e.g. ISO?

6. Please provide details of at least 2 client references which Save the Children may contact (preferably NGOs):

Client Organisation	Contact	Phone no.	E-mail address	Details of contract

COMMERCIAL CRITERIA

Section 3: Commercial proposal (Pricing) • Financial proposal: 40%

1. Please indicate here the prices including taxes you are offering to Save the Children as part of this contract, including the currency. Please refer to specification for details of what must be included.

Lump sum as described in the TORse 2021-022 part of the Request for Quotation

2. Can you fix these prices for the duration of the contract?

Yes No

If not, please provide details of how long they will remain fixed?

3. If prices cannot be fixed for the duration of the contract, please specify factors that would affect the price and indicate how changes in these factors would affect the price of the stated products:

Section 4: Confirmation of Bidder's compliance

We, the Bidder, hereby confirm compliance with:

- The required specification for the products
- The Conditions of Tendering
- Save the Children's Terms and Conditions of Purchase
- Save the Children's Child Safeguarding policy
- Save the Children's Anti-Bribery and Corruption policy
- Save the Children Human Trafficking and Modern Slavery policy
- The IAPG Code of Conduct

The following documents and items are included in our bid:

- Section 1: Bidder's general business details
- Section 2: Bidder capacity
- Section 3: Pricing proposal
- (kindly list all documents submitted in a letter).

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

Acceptance by the Bidder:

.....

Signature

.....

Name

.....

Job Title

.....

Company

.....

Date