

## 1 Definitions and Interpretation

These terms and conditions ("**Conditions**") provide the basis of the contract between the supplier ("**Supplier**") and Save the Children International (the "**Customer**") in relation to the Agreement ("**Agreement**") (the Agreement 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 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.

3.2 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 Supplier Sustainability Policy annexed to this Agreement (the "**Supplier Sustainability Policy**") which includes the following Customer policies: (i) Child Safeguarding; Protection from Sexual Exploitation and Abuse (PSEA); (ii) Anti-Harassment, Intimidation and Bullying policy; (iii) Fraud, Bribery and Corruption; and (iv) Human Trafficking and Modern Slavery (the Supplier Sustainability Policy and the policies listed under Clause 3.2(b)(i) to (iv) together, the "**Mandatory Policies**").

3.3 The Supplier, 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 in terrorism (b) be involved in the manufacture or sale of arms (c) have any business relations with governments for any war related purpose; or (d) transport the Goods/Services together with any military equipment.

3.4 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.

3.5 The Supplier shall comply with all applicable sanctions, export control, embargo, or similar laws and regulations, including without limit those of the EU, the UK, the US and the UN ("**Sanctions and Export Control Laws**") and shall maintain policies and procedures designed to ensure continued compliance with the same. In particular, the Supplier will not make any funds or economic resources available, directly or

indirectly, to or for the benefit of, any person or entity that is targeted by any Sanctions and Export Control Laws, and shall not do anything which would cause the Customer 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). The Supplier shall require all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors to comply with this Condition. In particular, the Supplier shall 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 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 at the relevant delivery address), and shall further inform the Customer 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 to apply for or obtain any further licences, authorisations or permissions.

- 3.6 In relation to Condition 3.5, 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. 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.
- 3.7 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.

3.8 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.

3.9 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.

3.10 The Supplier agrees to allow the Customer's 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 verifying compliance with the requirements of Condition 3. 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.

#### **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 Agreement, and in either case during the Customer's usual business hours, except where otherwise agreed in the Agreement. 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 Agreement, 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 Agreement.

- 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 Agreement, 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

- 6.1 Payment will be made as set out in the Agreement and the Customer shall be entitled to off-set against the price set out in the Agreement all sums owed to the Customer by the Supplier.
- 6.2 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.

## 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 becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
  - the Supplier 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; or
  - the Customer reasonably believes that the Supplier has breached (or if any of the Supplier's directors, officers, employees, affiliates, agents, suppliers and subcontractors) any Sanctions and Export Control Laws or has become directly or indirectly targeted under the same, or that 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.
- 7.3 In the event of termination, all existing purchase orders must be completed.

## 8 Supplier's Warranties

- 8.1 The Supplier warrants to the Customer that:
- 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;
  - the Supplier, and all of its directors, officers, employees, affiliates, agents, suppliers and subcontractors, are not themselves, and are not owned or controlled by any party that is, targeted by any Sanctions and Export Control Laws;
  - 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;
  - 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;

- e) 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
- f) 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. 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.

10.5 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.

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

## 11 Personal Data

11.1 In addition to its obligations of confidentiality, the Supplier, as the entity or person which processes personal data on behalf of the controller (the "**Processor**"), shall ensure that in relation to any information relating to an identified or an identifiable individual (data subject) as more particularly defined by operation of any applicable data protection legislation ("**Personal Data**");

- (a) it shall process such Personal Data only in accordance with the written instructions of the Customer (as the entity or person which determines the purposes and means of the processing of personal data, the "**Controller**") and only to the extent necessary for the purposes set out in this Contract;
- (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.

11.2 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.

11.3 The Supplier shall notify the Customer within 5 business days of it receiving a request for access or another 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.

11.4 The Supplier shall notify the Customer immediately if it becomes aware of any unauthorized or unlawful processing, loss of, damage to, or destruction of such Personal Data and shall provide the Customer with full cooperation and assistance in relation to responding to and rectifying such incident.

11.5 The Customer may, on giving at least 7 days' notice, inspect or appoint representatives to inspect all facilities, equipment, documents and electronic data of relating to the processing of Personal Data by the Supplier.

11.6 The Supplier shall not export the Personal Data outside the country in which the Customer is located.

11.7 If regulatory or legislative rules, provisions become applicable, or Case law and Guidance become available, such that the protection afforded Personal Data under this Contract is not sufficient, the Parties shall amend the Contract as necessary to comply with all applicable laws, rules, regulations or other requirements of regulatory authorities, as amended from time to time ("**Applicable Laws**").

## SCHEDULE

### SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

#### PART 1 - INTRODUCTION

**SAVE THE CHILDREN'S VALUES:** Save the Children's vision is a "world in which every child attains the right to survival, protection, development and participation". Our values are *creativity, accountability, integrity, collaboration, and ambition*. These serve as overarching values to which suppliers of goods and services to Save the Children are expected to adhere.

**REFERENCE:** International Standards, Conventions, and Principles such as the *UN Declaration on Human Rights* and other core Human Rights Treaties, including the *UN Convention on the Rights of the Child* and the *International Labour Standards on Child Labour & Forced Labour* (namely 138 and 182) are the foundations on which much of this Policy is based. Therefore, it is Save the Children's expectation that any supplier will adhere to these principles.

**INTERPRETATION:** The [Global Compact](#)<sup>1</sup> ("Compact") is a voluntary corporate citizenship community that sets the universal social and environmental principles, to meet the challenges of globalisation (a key foundation for the Compact is the *Guiding Principles on Business and Human Rights*). Save the Children encourages all suppliers to participate in the Compact. This policy addresses the issues included in the Compact in the areas of human rights, labour, environment and anti-corruption, and interpretation of this Policy should be undertaken in a manner consistent with the Compact.

#### PART 2 - SCOPE OF APPLICATION

- The provisions of this Policy set forth Save the Children's expectations for suppliers that are registered with Save the Children, or with whom it does business.
- Save the Children expects that these standards apply to, and will be communicated to, suppliers' employees, parent, subsidiary and / or affiliate entities, subcontractors, and their own suppliers.
- Suppliers will be required to sign a declaration of compliance in all bid submissions and supply contracts. **Save the Children's aim is to guide its suppliers over the long term to meet these standards. Those who will not be able to demonstrate their goodwill, may see their supply relationship called into question.**

#### PART 3 - CONTINUOUS IMPROVEMENT

- The provisions set forth in this Policy provide the minimum standards expected of suppliers.
- In addition, Save the Children expects suppliers to strive to exceed international and industry best practices and to ensure that their own suppliers and subcontractors aim to do the same.
- Save the Children recognizes that reaching some of the standards established in this Policy is a dynamic rather than a static process and encourages suppliers to continually improve their operations accordingly.

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<sup>1</sup> <https://www.unglobalcompact.org/what-is-gc>

## PART 4 - MANAGEMENT, MONITORING AND EVALUATION

- Suppliers are required, as a minimum, to comply with compulsory standards in this Policy (“must” provisions), and to set clear goals and work-plans to achieve the other standards (“should” provisions).
- This may require active monitoring of its own operations through establishing appropriate management systems to track progress and compliance.

## PART 5 - KEY PRINCIPLES AND SUPPLIER STANDARDS

- Suppliers must follow all local and international laws at all times. Where the standards of this Policy exceed any laws / regulations, the Supplier is expected to strive to adhere to these higher standards in addition to the relevant laws.
- If you become aware of any instances where the requirements of this Policy are not being met (e.g. safeguarding breach, fraudulent behaviour) please notify Save the Children immediately (contact details in [Part 6](#)).
- For further information on each of the Supplier Standards below, please refer to these Mandatory Supplier Policies:
  - [Human Trafficking & Modern Slavery Policy](#)
  - [Protection from Sexual Exploitation & Abuse Policy](#)
  - [Anti-Harassment, Intimidation & Bullying Policy](#)
  - [Fraud, Bribery & Corruption Policy & Procedure](#)
  - [Child Safeguarding Policy](#)

### 1 - KEY PRINCIPLES

<b>1.1</b>	Obey all applicable international and local laws, legislation, and regulations	All Standards
<b>1.2</b>	Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working	
<b>1.3</b>	Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	<a href="#">Standard 2 - Labour</a>
<b>1.4</b>	Employ staff of an appropriate age	
<b>1.5</b>	Pay all staff fairly and reasonably	
<b>1.6</b>	Employ staff on a voluntary basis, with freely agreed documented terms of employment	
<b>1.7</b>	Be a responsible employer, treat staff fairly and protect their health and safety	
<b>1.8</b>	Ensure that workers and employees have a voice and are given the freedom of association	
<b>1.9</b>	Grant staff the rights afforded under national and international Human Rights acts	<a href="#">Standard 3 - Human Rights</a>
<b>1.10</b>	Ensure all staff are treated with dignity and respect	
<b>1.11</b>	Minimise environmental impact (including waste, energy, emissions and water) as much as possible	<a href="#">Standard 4 - Environment</a>
<b>1.12</b>	Adhere to the highest standards of moral and ethical conduct	

<p><b>1.13</b> Adopt a zero-tolerance approach towards fraud, bribery and corruption</p>	<p><a href="#">Standard 5 - Ethical Conduct</a></p>
<p><b>1.14</b> Adopt a zero-tolerance policy towards any form of abuse, harmful practices, and behaviour being committed against children and adults, and take all available measures to prevent all forms of these</p>	
<p><b>1.15</b> Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct</p>	<p><a href="#">Standard 6 - Safeguarding</a></p>
<p><b>1.16</b> Do not engage in any form of discrimination, maltreatment, abuse, or poor safeguarding practices irrespective of a person's socio-economic status, gender, age, disability, ethnic and tribal identity, faith or religious affiliation, and/or sexual orientation (Applies to during and out of working hours)</p>	
<p><b>1.17</b> Protect and promote the land rights of communities, including indigenous people</p>	<p><a href="#">Standard 7 - Community</a></p>

## SUPPLIER STANDARD 2 - LABOUR

### 2.1 MINIMUM WORKING AGE

- 2.1.1 **Must** adopt the highest applicable standard for working age based on the ILO Conventions and the laws of the country(s) where the contract is implemented (i.e. whichever age is the highest).

### 2.2 FORCED / COMPULSORY LABOUR

- 2.2.1 **Must** prohibit forced or compulsory labour / modern slavery in all forms.

### 2.3 MODERN SLAVERY AND HUMAN TRAFFICKING

- 2.3.1 **Must** not participate in, or support, Human Trafficking or Modern Slavery.  
 2.3.2 **Must** not subject any people to exploitative or harmful labour.

### 2.4 CHILD LABOUR<sup>2</sup>

- 2.4.1 **Must** ensure that work opportunities provided to children of working age are decent.  
 2.4.2 **Must** not employ persons under the age of 18 for work that is likely to harm their health, safety, or morals.  
 2.4.3 *Should* work towards the effective elimination of child labour through your and your suppliers' supply chains including identifying and supporting children and families where children are at risk of child labour, through a do no harm approach and through taking the best interest of the child into account.

### 2.5 DISCRIMINATION

- 2.5.1 **Must** not discriminate (in employment, pay, recruitment or any other processes) based on characteristics such as race, age, gender, religion, sexuality, disability, civil partnership or marriage, pregnancy, maternity etc.

<sup>2</sup> According to the ILO, Child Labour refers to work that deprives children of their childhood, their potential and their dignity. Child Labour also refers to work that is harmful to their physical and/or mental development.



## 2.6 HARASSMENT, INTIMIDATION AND BULLYING

- 2.6.1 **Must** ensure no staff are subject to harassment (sexual, verbal, physical, mental or visual), coercive behaviour, intimidation or bullying. This also includes behaviour directed towards Save the Children staff.
- 2.6.2 **Must** ensure zero-tolerance towards any action that violates a person's dignity, or creates an intimidating, hostile, degrading, humiliating or offensive environment.

## 2.7 WAGES AND WORKING HOURS

- 2.7.1 **Must** ensure workers are provided with a fair living wage<sup>3</sup>.
- 2.7.2 **Must** not make deductions from wages other than those permitted under conditions as prescribed by the applicable law, regulations, or collective agreement. The supplier should inform concerned workers of such deductions.
- 2.7.3 **Should** ensure workers are not required to work more than the regular and overtime hours allowed by the laws of the country where the workers are employed.
- 2.7.4 **Should** use employment contracts for all staff to provide security.
- 2.7.5 **Should** ensure your suppliers and subcontractors are paid fairly and on time as committed.

## 2.8 HEALTH AND SAFETY

- 2.8.1 **Must** ensure all applicable Occupational Health and Safety laws are adhered to.
- 2.8.2 **Must** ensure all workplaces, machinery, equipment, and processes are safe and without risk to health.
- 2.8.3 **Must** ensure adequate hygiene, health and safety measures are in place, and necessary and adequate protective clothing and equipment are provided to prevent the risk of accidents or of adverse effects on health.

## SUPPLIER STANDARD 3 – HUMAN RIGHTS

### 3.1 HUMAN RIGHTS

- 3.1.1 **Must** not be complicit in any Human Rights abuses or violations.
- 3.1.2 **Must** ensure all staff are treated with dignity and respect, irrespective of their socio-economic status, gender, age, disability, ethnic and tribal identity, faith, or religious affiliation, and/or sexual orientation, and demonstrate the same values to the people they meet in relation to their employment.

## SUPPLIER STANDARD 4 - ENVIRONMENT

Suppliers should reduce their negative environmental impact by adhering to the following standards<sup>4</sup> :

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<sup>3</sup> A fair living wage is a total compensation package that meets, or exceeds, the legal minimum standards or the prevailing industry standards, whichever is higher. This will include:

- Wages: paid in full and directly to the staff concerned, at regular intervals no longer than one month

- Other benefits: including and not limited to, paid leave, parental leave, social protection, sick pay, overtime pay etc.

<sup>4</sup> When this is not practical/possible, set a plan/ambition to achieve these standards in the future

## 4.1 ENVIRONMENTAL

4.1.1 **Must**, at all times, comply with existing environmental legislation and regulations.

## 4.2 IMPACT

4.2.1 *Should* develop environmental impact goals and implement an environmental policy, and where possible, include your own supplier's / supply chains in the goals.

4.2.2 *Should* measure and reduce, where possible, the negative environmental impact of your organisation and operations (e.g. biodiversity conservation, waste production, emissions, water usage etc.).

## 4.3 WASTE

4.3.1 *Should* adopt a work culture and business practices that endeavour to reduce waste throughout the lifecycle of your products and operations (this includes procurement, production / manufacturing, packaging, and transportation).

4.3.2 *Should* avoid using materials that are dependent on finite resources, instead use materials of sustainable origin.

4.3.3 *Should* review processes, operations and supply chains to maximise efficiency and reduce waste (including standardisation, sustainable practices, re-use of materials, recycling of waste, and disposal practices).

## 4.4 ENERGY AND EMISSIONS

4.4.1 *Should* adopt a work culture and practices that reduce emissions (e.g. CO<sub>2</sub>, N<sub>2</sub>O, Hydrocarbons etc.) in the lifecycle of your products and operations.

4.4.2 *Should* have a clear understanding of your carbon footprint and a plan to reduce it.

4.4.3 *Should* use alternative / green energy sources (e.g. solar power).

## 4.5 WATER

4.5.1 *Should* minimise water usage / wastage and adopt water-saving technologies where possible.

## SUPPLIER STANDARD 5 - ETHICAL CONDUCT

### 5.1 CORRUPTION

5.1.1 **Must** not act in a dishonest manner or engage in any form of corrupt practices, including but not limited to extortion, fraud, tax evasion, money laundering and bribery.

5.1.2 **Must** not attempt to improperly influence any Save the Children procurement process.

### 5.2 CONFLICT OF INTERESTS (incl. Post-Employment Restrictions)

5.2.1 **Must** disclose any actual, perceived or potential Conflict of Interests. This may include a Save the Children employee / agent / member of their immediate family (or an organisation that employs any of this family), having any kind of interest or economic ties with a supplier.

5.2.2 **Must** notify Save the Children if employment is given to any ex Save the Children staff members within 12 months of them ending their employment with Save the Children.

### 5.3 GIFTS AND HOSPITALITY

5.3.1 **Must** not provide, or attempt to provide, any type of gift, hospitality, holidays, goods / services, or other items of value to a Save the Children employee<sup>5</sup>.

## 5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

5.1.1 **Must** comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.

5.1.2 **Must** provide to Save the Children the names and dates of birth of key staff, to enable vetting.

## SUPPLIER STANDARD 6 - SAFEGUARDING

### 6.1 CHILD<sup>6</sup> AND ADULT SAFEGUARDING

6.1.1 **Must** comply with all relevant laws and regulations including 'United Nations Convention on the Rights of the Child', 'International Labour Standards on Child Labour & Forced Labour' etc.

6.1.2 **Must** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.

6.1.3 *Should* ensure staff are aware of the Safeguarding Policy<sup>7</sup> and participate in Safeguarding trainings provided by Save the Children when offered.

6.1.4 **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

### 6.2 EXPLOITATION, ABUSE AND HARM

6.2.1 **Must** ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.

6.2.2 **Must** ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

6.2.3 **Must** note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.

6.2.4 **Must** not physically, sexually or emotionally harm, or threaten to harm any child or adult.

6.2.5 **Must** not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.

6.2.6 **Must** not engage in any form of coercive behaviour including physical and / or humiliating punishment.

6.2.7 **Must** not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.

6.2.8 **Must** ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

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<sup>5</sup> Save the Children employees do not accept any type of gift or any offer of hospitality.

<sup>6</sup> Child abuse consists of any act, or omission, which directly or indirectly harms children (any person under the age of 18 years old) or damages their prospect of a safe and healthy development into adulthood.

<sup>7</sup> [Child Safeguarding Policy](#)

## SUPPLIER STANDARD 7 – COMMUNITY IMPACT

### 7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

- 7.1.1 *Should* act in a way that positively impacts local communities, improves their livelihoods and uplifts the local economy.
- 7.1.2 *Should*, where possible, proactively engage and employ locally based suppliers.
- 7.1.3 *Should*, where possible, procure goods / materials that are sourced and manufactured locally.
- 7.1.4 *Should*, where possible, employ staff from local communities.
- 7.1.5 *Should* proactively strengthen local suppliers through technical / operational / management training or support.
- 7.1.6 *Should* respect the rights and title to property / land of the individual, indigenous people and local communities. All negotiations regarding their property or land must adhere to the principles of free, prior and informed consent, contract transparency and disclosure.

### 7.2 INDIGENOUS PEOPLE

- 7.2.1 *Should* respect the rights, cultures, and beliefs of indigenous people, and treat them in a culturally appropriate manner.
- 7.2.2 *Should* avoid activity that may have an adverse impact on the indigenous population.

### 7.3 CULTURAL HERITAGE

- 7.3.1 *Should* recognise and respect the importance of physical and non-physical cultural heritage in the community.

## PART 6 – WHISTLEBLOWING / CONTACT US

- Save the Children commits to fair and transparent processes. Concerns should be submitted using the email addresses listed below. All issues will be reviewed and investigated discretely and appropriately.
  - Safeguarding: [safeguarding@savethechildren.org](mailto:safeguarding@savethechildren.org)
  - Whistleblowing: [whistleblowing@savethechildren.org](mailto:whistleblowing@savethechildren.org)
  - Fraud: [scifraud@savethechildren.org](mailto:scifraud@savethechildren.org)
  - Procurement Process / General: [procurement@savethechildren.org](mailto:procurement@savethechildren.org)

**Instruction and Template for  
PROPOSAL Submission**  
“Short Video production on Model Schools (SAHAYATRA II)”  
CRF No. PR289723

Date of Proposal Submission: <Insert date>

This instruction & template for proposal development consists of the following sections:

1. **Section A:** Instruction for Proposal Development
2. **Section B:** Proposal Development Form
3. **Section C:** Essential Evaluation Questions

### **Section A: Instruction for Proposal Development**

Please **READ** and **FOLLOW** the instructions before completing the proposal form

1. A proposal will not be considered for review if:
  - It is received after the deadline.
  - It is not sealed properly (**NA in case of email proposals**)
  - There are any missing documents mentioned in the ToR
  - Information submitted by the company is found to be false.
  - It is incomplete.
2. A proposal should have three (3) separate envelopes (**NA in case of email proposals**):
  - 1<sup>st</sup> for CVs of Proposed Consultants listed in Section B, Part 2 below.
  - 2<sup>nd</sup> for technical proposal
  - 3<sup>rd</sup> for financial proposal

Each of the above envelopes should be sealed, and properly labelled respectively as “supporting documents,” “technical proposal” and “financial proposal.” Each page of the proposal should be stamped and signed. All these three (3) envelopes should then be kept in **another envelop sealed with wax** (*laha chhap*).

4. Only shortlisted bidder/s will be contacted by Save the Children at each stage of the selection process.
5. Shortlisted bidder/s will be invited to deliver a 15minute presentation to the Procurement Committee on their technical proposal.

### **Section B: Proposal Development Form**

#### **I. Organization Information (NA in case of individual consultant)**

Name of the organization : .....

Address : .....

District/State : .....

Country : .....

Phone number : .....

E-mail : .....

Website : .....

#### **II. Details of contact person**

Name : .....

Position : .....

Phone Number : ..... (Landline) ..... (Mobile)

E-mail : .....

#### **III. Major topics and sub-topics for proposal development**

**1. Organization Background (NA in case of individual consultant)**

1.1 Work experience.

Technical experience in producing videos related to the Education

S. No.	Date	Service Description	Client Name
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Please add rows in above table as required.

1.3 Please list out video produced by your organization with link to access the video in below table:

S. No.	Title of Video	Link (URL)	Date of Production
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Please add / delete rows in above table as required.

1.4 Proposed Human resource and team composition considering the GESI factors: Women in key roles (Team Leader, Cinematographer, Scriptwriter, Head editor and cameraperson) as justified by CVs.

**2. Signatory and Proposed Consultants Information:**

SN	Full Name (Avoid abbreviations)	Date of birth (dd/mm/yyyy AD)	Designation	Academic Qualification

**3. Please provide your understanding of ToR.**

.....  
 .....  
 .....  
 .....



**4. Work plan/timing/detailing/unfolding activities and delivery time.**

.....  
 .....  
 .....

**5. Proposed Budget with clear breakdowns (specify the proposed cost is inclusive / exclusive of VAT)**

Please provide your financial proposal in separate excel file with file name – “financial proposal”.

**Section C: Essential Evaluation Questions**

**ESSENTIAL CRITERIA (Exclusion if not met)**

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.

S. No.	Criteria	Please specify Yes / No
a)	Do you have a legitimate business/official address OR are you registered for trading or tax purposes with the authorities. If yes, have you attached a copy of registration documents with this proposal?	
b)	Do you agree to comply with SCI standard policies and procedures, Terms and Conditions of Purchases as stated in RFP? <ul style="list-style-type: none"> <li>• Save the Children’s Terms and Conditions of Purchase</li> <li>• Save the Children’s Child Safeguarding policy</li> <li>• Save the Children’s Anti-Bribery and Corruption policy</li> <li>• Save the Children Human Trafficking and Modern Slavery policy</li> <li>• Protection from Sexual Exploitation and Abuse Policy</li> <li>• Anti-Harassment, Intimidation &amp; Bullying Policy</li> <li>• IAPG Code of Conduct</li> <li>• Global Fund Code of Conduct for Suppliers</li> <li>• The Data Protection Policy</li> </ul>	
c)	Do you confirm that the company is not linked directly or indirectly to any terrorism related activity, and does not sell any Dual-Purpose goods / services that may be used in a terror related activity?	
d)	Do you confirm that you are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this?	
e)	Do you confirm that you are not a prohibited party or on government blacklisting	

f)	Have you attached a Company Registration, VAT registration certificate; Tax Clearance FY 078/079.	
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**Instruction for bid submission:**

**Electronic Submission via Email**

- Email should be addressed to Procurement Coordinator-Sourcing at [procurementmfwo.nepal@savethechildren.org](mailto:procurementmfwo.nepal@savethechildren.org)
- Note – this is a sealed tender box that will not be opened until the tender has closed. Therefore, do not send tender-related questions to this email address as they will not be answered.

1) File no. 1 (PDF) Legal Documents

- Company registration
- PAN/VAT registration
- Tax clearance of FY 2078/079
- Organization Profile

2) File no. 2 (PDF) Commercial and Technical Proposals

- Consultancy Proposal Form
  - Bid Response Document
  - CVs of team members
-





## **GOOD PRACTICES OF MODEL SCHOOLS**

### **Sahayatra-II Project**

#### **Terms of Reference**

**PR- 289723**

##### **Background**

Save the Children is the leading global independent organization for children. Save the Children believes every child deserves a future. Around the world, we work every day to give children a healthy start in life, the opportunity to learn and protection from harm. When crisis strikes, and children are most vulnerable, we are always among the first to respond and the last to leave. We ensure children's unique needs are met and their voices are heard. We deliver lasting results for millions of children, including those hardest to reach.

**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.

**Our values:** Accountability, ambition, collaboration, creativity, and integrity.

We are committed to ensuring our resources are used as efficiently as possible, in order to focus them on achieving maximum impact for children.

##### **Sahayatra II Project background**

Save the Children together with its local partners, is implementing the Integrated Program – Sahayatra II (2019-2023) in five municipalities of three remote hilly districts in the Karnali State of Nepal: Jajarkot, Dailekh, and Kalikot districts. The project is funded by Norwegian Agency for Development Cooperation (NORAD). Sahayatra II seeks to enhance the institutional capacity of local and province governments and civil society to respond and create an environment for survival, protection, development, and participation, with a focus on children's learning, development, and protection from violence; safe schools; teenage pregnancy and child marriage; and the underlying framework of child rights governance. The project contributes at the state and federal levels to impact change at scale with a sustainable impact.

The project is being implemented in two municipalities and three rural municipalities of Karnali Province: Tilagupha Municipality and Subhakalika Rural Municipality of Kalikot; Gurans Rural Municipality of Dailekh; Chhedagaad Municipality, and Kushe Rural Municipality of Jajarkot district.

##### **Introduction to Model School**

Under the project, this video documentary plans to capture major interventions and process adopted to develop Model Schools in the working areas. Since 2019 the project has been providing support to enhance the institutional capacities of the schools. There are a total of 49 model schools in each of 49 working wards of the project districts.

In the project working areas, model schools are selected in the initiation of R/Municipality which aims to provide safe, inclusive, and quality education to students from diverse backgrounds. The indicators of model schools are developed in consultation with teachers, SMC, PTAs, wards and municipalities. Indicators of model school vary from each palika although they are similar in nature.

The film will be a visual evidence piece made primarily for donors, governments, and relevant stakeholders and eventually for internal sharing purposes.

The film will capture the concept of model schools, why was the intervention implemented in the first phase, why the need of developing model schools felt and how it improved the teaching learning activities in school which in turn resulted in better learning outcomes of children. The consulting crew will have to visit two schools

of Chhedagaad Municipality of Jajarkot and two schools of Gurans Rural Municipality of Dailekh. The film will be made in the style of a short documentary with the running time being no more than 4-5 minutes.

### **Objectives**

The video will be developed to meet the following objectives:

- To capture the overall results seen after developing model schools.
- To capture the good practices followed by model schools, learnings, way forward and sustainability of the model schools.
- To capture the major interventions and processes implemented/ adapted to develop model school.

### **Target Audience**

Primary audience: Donors, partners, governments, school level stakeholders like teachers, parents, child clubs and SMCs.

Secondary audience: SC and other development agencies and general audience.

### **Location and official travel involved.**

The consultant will have to travel to two schools each from Chhedagaad Municipality of Jajarkot and Gurans Rural Municipality of Dailekh as assigned by Save the Children.

### **Experience and skill set required.**

#### **Essential:**

- The consulting firm / organization shall have at least five years of relevant professional experience in making documentary style films.
- The consulting firm / organization shall have experience of producing, editing video materials as required as per specifications of format, platform and outlet and experience editing assets tailored for social media platforms.
- Experience in the development of producing best practice video documentaries, especially in the field of education in difficult settings is a must.
- Proposed team leader shall have at least bachelor's degree in media studies, Mass Communication and Journalism, Film making, Cinematography or relevant subjects. Master's degree will be preferred.

#### **Preferred:**

- Relevant working experience with UN/INGO would be an asset.
- Flexible travel to remote areas of working districts.
- Ability to accept and incorporate feedback.
- Excellent **professional** quality English subtitling
- Good knowledge in Child Safeguarding Policy.
- An Important requirement of one sign language interpreter in the team (or hired one who will work after video footages are captured from the field/during postproduction) to transform the videos for sign language PIP broadcasting to make the video more inclusive for children/people with disabilities.

### **Scope of work**

1. Prepare draft written scripts or storyboards which will be used as voice narrations for the Video Documentary. The basic format of the narrations must be based upon the following key topics:

SN	Key topics
1	Basic background information
2	Key interventions and processes adapted to develop model school
3	Engagement of parents, SMC, PTAs, students, teachers, governments, and development partners
4	Importance and significance of model schools for better learning opportunities of children in school
5	Learning, way forward and sustainability of the model schools

2. Have team meetings supported/coordinated by SC and receive orientation on the project, SCI policies, social media policies and branding compliances.
3. One sign language interpreter in the team (or hired one) is required as a must for transforming the videos for sign language broadcasting to make the video more inclusive for specific children/people with disabilities.
4. Respect Child Safeguarding policy provided by Save the Children and internalize it well.
5. Produce final videos of quality broadcast - narrated in Nepali with English subtitles and sign language interpretation.

#### Technical notes:

- The video should be recorded in HD (4K preferred).
- All materials should be shared including consent forms signed by every individual featured in the video (in case of children it should be signed by their legal guardian) along with the project completion report.

#### Expected Deliverables

SCI expects the following deliverables to be provided:

Procedures	Tentative Delivery date	Team support	Description
Sign Agreement and contract	24 <sup>th</sup> May	Procurement Department	Finalization of the procurement process, budget negotiation and signing of Agreement paper
Introductory meeting and Orientation	25 <sup>th</sup> May	Project team, technical team, and ACCM Team	Orientation and meeting with the project teams and media comms team for project information and media branding guidelines
First Script	1 <sup>st</sup> June	Project team, technical team, and ACCM Team	First draft narrative of the video
Finalize Script and storyboard	9 <sup>th</sup> June	Project team, technical team, and ACCM Team	Back and forth of the script and finalization of the storyboard
Field visit	11 <sup>th</sup> - 20 <sup>th</sup> June	Project team in Palikas	Travel to pre-planned field areas designated by Save the Children for filming video documentary.
Draft 1 of video	30 <sup>th</sup> - June	Thematic and program team	A bit longer comprehensive rough video which will require inputs and feedbacks from SC team.
Feedback on the 1 <sup>st</sup> draft	9 <sup>th</sup> July	Thematic, program and ACCM team	-
Draft 2	17 <sup>th</sup> July	Thematic, program and ACCM team	More refined video comprising feedbacks from Draft 1
Feedback on the 2 <sup>nd</sup> draft	26 <sup>th</sup> July	Thematic, program and ACCM team	-
Final product, report, and financial documents	11 <sup>th</sup> August	Thematic, program and ACCM team	Final video of 4-5 minutes containing English subtitles and sign language interpreter in the screen (PIP), a brief report and financial documents Also, a clean version of the video without subtitles, sign language or any other elements like music.

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**Timeline**

Estimated Commencement Date: Third week of May.

Estimated End Date: Last week of August.

**Supervision Arrangements**

Consultant will work closely and directly report to Documentation and Reporting Officer and Media and Communications Coordinator in Surkhet field office.

**Payment information**

40% of the total cost payable after submission and acceptance of inception report.

60% of the total cost payable after satisfactory completion of assignment.

*The Fees are inclusive of all tax, vat, costs, overheads and expenses. The consultant will fully bear all the associated costs including vehicle arrangements, airfare, fooding and lodging. The financial proposal must contain detailed costs inclusive of all taxes.*

**Proposal Review/Scoring Criteria**

S. N.	Major topic	Score weightage
1	<p>Technical experience in producing videos related to the <b>Education sector.</b></p> <ul style="list-style-type: none"> <li>• Number of videos produced in the education sector. <ul style="list-style-type: none"> <li>○ If more than 5 videos-</li> <li>○ Up to 5 videos -</li> <li>○ No videos related to the education sector.</li> </ul> </li> <li>• Sample Videos quality (URL request) <ul style="list-style-type: none"> <li>○ Excellent</li> <li>○ Good</li> <li>○ Satisfactory</li> <li>○ Poor</li> </ul> </li> </ul>	
2	<p>Academic qualifications of team: <b>Team Leader, Cinematographer, Scriptwriter, Head Editor and cameraperson</b></p> <ul style="list-style-type: none"> <li>• If all team members have bachelor’s degree qualification in media studies, Mass Communication and Journalism, Film making, Cinematography or other relevant subjects preferably in education.</li> <li>• If at least three of them have bachelor’s degree qualification in media studies, Mass Communication and Journalism, Film making, Cinematography or other relevant subjects preferably in education.</li> <li>• If only one has bachelor’s degree qualification in media studies, Mass Communication and Journalism, Film making, Cinematography or other relevant subjects preferably in education.</li> <li>• If none of them have completed bachelor’s degree</li> </ul>	
3	<p>Proposed Human resource and team composition considering the GESI factors: <b>Women in key roles (Team Leader, Cinematographer, Scriptwriter, Head editor and cameraperson)</b> as justified by CVs</p> <ul style="list-style-type: none"> <li>• at least 60% females in the core key roles</li> <li>• at least 40% females in the core key roles</li> </ul>	

	<ul style="list-style-type: none"> <li>at least 20% female in the core key role</li> <li>no female</li> </ul>	
4	<b>Understanding of TOR and originality/creativity and methodology to capture the success of the model.</b> (*excellent-clear understanding on ToR)	
5	<b>Interview (for shortlisted bidders only)</b> *Clear presentation and clear understanding as given ToR	
6	Work plan/timing/detailing/unfolding activities and delivery time.	
7	<b>Budget</b> (Price will be scored at inverse proportion method which means lowest price's bidder will score highest)	
<b>Total</b>		<b>100%</b>

**How to apply for the services**

Please refer to the RFQ document for instructions on how to submit a bid.

**The deadline for responses is 16<sup>th</sup> May 2022.**