

## 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:
- a) the Supplier becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
  - b) 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
  - c) 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:
- 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) 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;
  - c) 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;

- d) 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 cooperation 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.

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

- 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.

## 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	<i>All Standards</i>
<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	<i>Standard 2 - Labour</i>
<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	<i>Standard 3 - Human Rights</i>
<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	<a href="#">Standard 5 - Ethical Conduct</a>
<b>1.13</b>	Adopt a zero-tolerance approach towards fraud, bribery and corruption	
<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	
<b>1.15</b>	Act against all allegations and reports of exploitation, abuse, harassment, and any other form of misconduct	<a href="#">Standard 6 - Safeguarding</a>
<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)	
<b>1.17</b>	Protect and promote the land rights of communities, including indigenous people	<a href="#">Standard 7 = Community</a>

## 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

<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.



- 2.5.1 **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.

## 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.

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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.

## SUPPLIER STANDARD 4 - ENVIRONMENT

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

### 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

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

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.

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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](#)

- 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.

## 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**

“Final evaluation of KIRAN Project”  
CRF No. PR339919

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 envelope sealed with wax (laha chhap)**. *If the proposal is requested to be submitted via email, all files can be submitted in one folder.*

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 1minute 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 and work experience in related research work (Organization background is not necessary in case of individual consultant)**

**1.1 Organization Background**

Please write your organization details.....

**1.2 Work experience.**

**Technical experience in agriculture, education, child protection and livelihood related research/evaluation/studies.**

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

Please add rows to the above table as required.

1.3 Please list out studies / research conducted by you / your organization in the field of agriculture, education, recently conducted similar baseline/evaluation reports (attach at least two reports).

S. No.	Title of research / studies	Attached soft copy or provide Link/hyperlink to the report or articles	Completion Date
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Please add / delete rows in above table as required.

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

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


Note: - Please provide team members CV

**3. Please briefly explain Research Methodology: (Study design, Sampling, Sample Size, timeline).**

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

**4. Quality assurance mechanism of Orientation program and monitoring and supervision plan**

*Briefly explain about data quality assurance, monitoring mechanisms and orientation*

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

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

**6. Sustainability**

*Similar working experience of team in Karnali province*

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

Please provide your financial proposal in a 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> </ul>	

	<ul style="list-style-type: none"> <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.	

**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





# Terms of Reference for Endline Study

Project: Knowledge based Initiative for Reinforcing Resilience through  
Integrated Actions in Nepal (KIRAN)

August 2023

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## 1. PROJECT SUMMARY

<b>Type of evaluation [if applicable]</b>	Endline Study
<b>Name of the project</b>	Knowledge based Initiative for Reinforcing Resilience through Integrated Actions in Nepal (KIRAN)
<b>Project Start and End dates</b>	February 2021 to January 2024
<b>Project duration</b>	Three years
<b>Project locations:</b>	Aathbis and Chamunda Bindrasaini municipalities of Dailekh district
<b>Thematic areas</b>	Child Poverty, Education, Child Protection
<b>Sub themes</b>	Food Security and Livelihoods, Protection of children from harmful work, Basic Education
<b>Donor</b>	SC Italy various donors/general funds
<b>Estimated beneficiaries</b>	Total of 5750 children (G-2915, B-2835) and 1888 adults (F-925, M-963)
<b>Overall objective of the project</b>	Children from the most deprived and vulnerable families are educated, protected and their families are economically resilient.

## 2. INTRODUCTION

This project envisions that the children from the most deprived and marginalised families are educated, protected and their families are economically resilient. It will be achieved through improved food security, income generating opportunities and expanded coverage of social protection services to the parents and caregivers, and improving the access of the children, especially those who are out of school, to the quality basic education through various means such as alternate education programs, each one teach one, supporting them with bursaries until their parents are capable of earning through project promoted improved livelihood opportunities, etc. Similarly, the project intends to assure child protection services for the children who are the most vulnerable and at risk of child labour. This project strengthened the capacity building of child protection structures, child clubs and their networks. Para social workers and trained volunteers were mobilised to implement the Steps to Protect common approach to support vulnerable children and youths to minimise the (risk of) child labour/child migration for work. Their parents were encouraged in joining the project promoted livelihood interventions. Lastly, the project focussed on strengthening the local government's capacity for information management and planning related to the sectors like education, child protection, livelihoods, climate change, and disaster risk reduction. Local governments were supported for developing sectoral plans and policies and their implementation so that the needs of children and poor families in multiple sectors are effectively addressed.

## 3. BACKGROUND AND CONTEXT

Globally, children under five in the poorest 40% of families are up to 50% more likely to die<sup>1</sup> Poor parents and other primary caregivers spend 50 – 70% of their income on basic food items, leaving very little for meeting other needs including education, nutrition, health etc. The high prevalence of malnutrition and stunting among children have damaging consequences in their cognitive growth, learning ability and productive capacity as they enter the job market<sup>2,3</sup>.

Though Nepal has made remarkable progress in improving access to education, a substantial number of the most vulnerable and marginalized children are still out of school. Approximately, 5.6% of primary-school-age children are out of school 15.2% of secondary (grade 9-12) school age who are not attending lower basic, upper basic or secondary school or higher<sup>4</sup>. Similarly, irregularity of children in school is higher in Karnali.<sup>5</sup> Children growing in poor families are more likely to be pushed into early marriage and child labour and lack the registered identity and are living without family care. Deeply entrenched cultural norms and values result in discrimination to access services and resources among boys and girls and restrict girls' mobility, participation and leadership from early on and this sets a standard that is too often continued through their adult life. Some of the factors that lead to discrimination against girls are early marriage, gender-based violence, Chhaupadi<sup>6</sup> and above all the parental and community belief that girls are less important than boys. Girls usually carry the main burden of household and care work, which hinders their progress in education.<sup>7</sup> Similarly, about 2.1% of the children in Nepal are disable<sup>8</sup> and evidence shows that they are the most neglected by the family and society and are deprived of their basic rights. They are more likely to experience abuse and neglect at school, home and in their communities compared with children without disability. Discriminatory attitudes and poor support systems contribute

<sup>1</sup> UNICEF cross-country analyses of household surveys, available at [www.childinfo.org](http://www.childinfo.org)

<sup>2</sup> Center on Hunger and Poverty and Nutrition, *The Link Between Nutrition and Cognitive Development in Children* (Medford, MA: Tufts University School of Nutrition, 1994).

<sup>3</sup> UNESCO et al, World Inequality Data Base on Education at <http://www.education-inequalities.org/>

<sup>4</sup> Nepal MICS 2019 Final Report.pdf (unicef.org)

<sup>5</sup> Save the Children, 2019

<sup>6</sup> "Chhau" meaning menstruation and "padi" meaning shed or hut. The women are isolated from daily household activities, social events, or other rituals and are refrained from touching livestock, plant, kitchen tools, and drinking water source.

<sup>7</sup> Progress of Women in Nepal 1995-2015

<sup>8</sup> Disability Atlas Nepal, Disability Research Center 2016, School of Arts, Kathmandu University.

to low attendance and high dropout rates for children with disabilities compared with their peers without disability.

Karnali province is one of the poorest provinces with Human Development Index (HDI) value of 0.447 which is due to low life expectancy, lower level of incomes and low education. More than 50% of the population in Karnali is multidimensionally poor<sup>9</sup> and about 78% of the families in Karnali are food insecure. Landslides, droughts or irregular rainfall, and floods are major shocks that people experience every year in the Karnali province. Forty-five percent of the households faced multiple shocks in Karnali Province and mountainous districts of Province 7 during 2018.<sup>10</sup> Traditional cropping patterns and techniques are dependent on rely on rainfall leading to very low crop productivity and food insecurity. Furthermore, heavy rainfall events during rainy season often provoke flooding and landslides that impede access with broad-ranging negative impacts. NAPA rates the risk of landslides in these districts as very high to moderate. The Save the Children International implemented Knowledge based Initiative for Reinforcing Resilience through Integrated Actions in Nepal (KIRAN) project in partnership with local partner (Everest Club) and collaboration with local government in Aathbis and Chamunda Bindrasaini municipalities of Dailekh district from February 2021 to Jan 2024.

The project targeted the children (girls and boys), youths and women from the most deprived families. The major targeting criteria while selecting villages/settlements will be constructed around poverty, vulnerability, and exclusion. In consultation with Palikas, the villages which are vulnerable to natural disasters and have high rates of poverty, food insecurity, child labour and school dropouts were selected. The poor (families having less than six months of food security, families without any sources of income/unemployed families) and women headed families having the out of school children, children potential for child labour and children with disabilities were prioritised as the program beneficiaries. The project targeted to reach a total of 5750 children (G-2915, B-2835) and 1888 adults (F-925, M-963) within three years.

The overall objective of the project is to contribute Children from the most deprived and vulnerable families are educated, protected and their families are economically resilient. Since this is the contribution of the project, it will not have any indicators to measure. However, the endline evaluation will put its efforts to indicate what contribution has been made by the project.

To achieve the overall goal of the project, the economic status of the most deprived and vulnerable families was supported to be improved so that they can afford for their children's survival, protection and learning needs. The objectives will be contributed through the achievement of the following 4 outcomes:

- i. *Vulnerable youth and families have sufficient incomes and resources at all times to support children's well-being*
- ii. *Increased access to safe quality basic education for all the children from the most deprived and marginalized families*
- iii. *Improved access to quality child protection services*
- iv. *Improved systems and policy environments to enhance child resilience to multiple shocks*

## 4. SCOPE OF STUDY

### 4.1 Purpose, Objectives and Scope

This Endline study is planned to be conducted in September 2023. The primary purpose of this endline is to measure whether the goal and objectives of the project are achieved after the three years of project

<sup>9</sup> Nepal Multi Dimensional Poverty Index, 2018, Government of Nepal and Oxford Poverty and Human Development Initiative

<sup>10</sup> mVAM Food Security Monitoring Survey September 2018

implementation. The findings of the endline will be documented based on the research questions and outcome indicators of the project so that the final result can be compared against the status of baseline survey. Similarly, some case story and best practices will be documented during this process.

The external study team will be required to undertake this endline study in consultation with the Project Manager and MEAL Focal Person of KIRAN project.

### Key Study Questions

The key research questions that the endline study should consider are provided below in Annex 1. The questions are related to the log frame and the project indicators. All the quantitative evidence which should address in answering the questions will be categorized by age, gender, caste, and disability.

## 4.2 Intended Audience and Use of the Study

Primary intended audience of the study are.

Stakeholder	Intended Audiences
Member country	SC Italy from various donors
Primary implementing organisation	Save the Children International, Nepal Country Office (Project team; Programme Development, and Quality Improvement team; Advocacy and Communications team, MEAL team, Operation team)
Implementing partners	Everest Club, Dailekh
Government stakeholders	Local government, Schools; Department of Agriculture; provincial/federal government
Community groups	Community groups at local level; Federation/Organization of People with Disability; Farmers' groups; social protection networks, child clubs, Professional organization.
Beneficiaries	Households, Children, adolescents and youths (girls, boys and young women); children/people with disability, parents; teachers, service providers; administrators and policy makers.

## 5. STUDY METHODOLOGY

### 5.1 Study Design

The Endline study will be descriptive cross-sectional in nature along with mixed method data and information collection techniques. Both quantitative and qualitative data and information will be collected from the study area aligned with the log frame and indicators of the project.

### 5.2 Sampling

The study team/consultant will use confidence interval (ideally 95%) and margin of error (ideally 5%) to decide the sample size with respect to the design opted. Further, to specifying sample size and design the following guideline should be used to formulate sampling strategy to minimize possible bias in sample.

Considering the geographical structure and social heterogeneity in the study areas, multi-stage cluster sampling design will be followed to select the final study area and sample units. Similarly, weighted sample size should be calculated based on the value of specific indicator from secondary data source.

This project has focused on vulnerable families/households, children aged 5-18 years and youth including their parents/caregivers. Therefore, the sample should consider this age group in the populations of the

project area. This category is further sub-categorized across indicators. The sample therefore needs to factor in the representation of sub-groups by age categories and aligned to project objectives and age of intervention for each group. As the overall sample considered, whatever the type of sample design, would have the last stage as random selection there is a chance by randomness that one or more of these sub-categories of age may not be adequately represented to reflect the structure of its respective population. Two steps are recommended to address any possible sample bias because of age stratification. First, a sample with adequate power should be calculated to increase the probability for inclusion of all age sub-categories; and secondly, each age sub-category should be weighted by calculating its corresponding base weight to match the population structure within the population of the project area. This strategy should also be followed for adequately representing girls and women in the final sample design and to cover up for any non-response.

Even after improving representation in the sample design, as mentioned above, there is still the chance by randomness that data of disability may be underrepresented. By pure chance it is possible that the sampled households may not have included adolescents and youths with disability. In order to minimise this risk of non-inclusion of disabled AYs, enumerators should be instructed to collect data from households with having adolescents and youths with disability by using the snowball sampling technique or by involving Organizations of People with Disabilities (OPDs) who have access to information on adolescents and youths with disabilities. This is in addition to the overall sampling strategy mentioned above. Each respondent interviewed should be asked for information to identify households in his/her community with members who are adolescents and youths with disability. These households should be included in the sample. The number of interviews of households with disabled members should be decided by the study team by using secondary data on disability.

Below table shows the tentative estimated samples for quantitative survey based on the sample size taken in the baseline survey. The sample size will be finalized in coordination with the SCI MEAL team.

Indicator	Sample Unit	Sampling frame	Sample Size	Remarks
1.1: % increase in the annual incomes of target households (disaggregated by gender and ethnicity) 1.2: % increase in the crop productivity of the targeted HHs (disaggregated by gender and ethnicity) 1.3: % increase in the beneficiary HHs having Food Consumption Score of 42 or more (disaggregated by gender and ethnicity) 1.4: Individual Child Dietary Diversity score increases from XXXX to XXX ICDD score increases 1.5: % of household income invested on child wellbeing	HHs	575	245	In ICDD score, we used the same household where children are under five.  In % of income invested – surveyed those HHs where children are under 18 yrs age.
2.1: By the end of 2023, % of out of school children (basic level) enrolled into formal education (disaggregated by gender, ethnicity, and disability)	Children/ Community	Census	Census	Identify out of school children in community  <i>Will be already collected the information</i>

Indicator	Sample Unit	Sampling frame	Sample Size	Remarks
2.2: Proportion of primary school students who regularly attend school (disaggregated by gender, caste, ethnicity, and disability)	School	25 schools	Census	
2.3. Proportion of students in grade 3 of primary school achieving at least a minimum proficiency level in literacy and numeracy skills disaggregated by gender and disability (measured by national learning assessments)	School/Children	443 children	167	Two stage sampling  <i>The examination already completed and the answer sheets already checked</i>
3.1. By the end of 2023, # of child protection systems established and functional	WCRC and MCRC	7	Census	
3.2. % of children and caregivers who have used prevention or response interventions delivered (disaggregated by gender, caste, and ethnicity)	Community/Children	Census	Census	
4.1. # of local governments having integrated risk informed sectoral plan and policies 4.2. # of local governments with updated data management system related to education, protection, livelihoods, disasters, and climate risks 4.3. % point increment of local budget allocated and implemented for children	Municipality	2	Census	
4.4. Increased number of children, adolescent girls and young women meaningfully participating in advocacy and policy influencing with governments	Ward and Municipality	7	Census	
1.1.3. Increased proportion of women and girls who have access to and control over financial and other economic resource	HHs	414	200	

#### Data source

Data collection tools for quantitative survey will incorporate disaggregation by age, gender and disability. Both secondary and primary sources for data will be resourced. For secondary sources, data from county census and municipality records of population with categorization across age, gender, social stratification, and disability will be used primarily to operationalize the sample design but also to include in the baseline

report wherever relevant. The most current data available and widely used for planning by local government should be used. In case secondary data from multilateral agencies such as UN agencies and World Bank are found to be the most recent and also in use by the governments and other development agencies, then the study team can decide on using it on the basis of their acceptability, quality and availability for the lowest administrative units such a municipality or village wards. Every secondary data used should be referenced appropriately with DOIs or website links where possible.

Primary sources for data will include respondents from the project area including local government, LCRC, WCRC, farmers' group, ME/VTs from the project villages that covers the spectrum across all levels of the socio-economic settings. This is explained above in the sampling strategy. For AYs, targeting of this age category will also mean that interviews for data collection will include households with adolescents and youths and having children within this age category. It is therefore important that the respondents are the AYs and if parents/caregivers they should be parents/caregivers of AYs, but in case teenage child is responding s/he should be accompanied by either one of their parents for safeguarding purposes as per policy of SCI – see section on ethics below. The training for enumerators should emphasise practice of voluntary participation with consent from parent/caregiver and child - if s/he is the respondent. For the education information, the data source will be the attendance registers of grade 1-5 of each school. Similarly, the information related to learning performance will be collected through the standardized government NARN tool.

### Survey Tools

Survey will be administered with structured/semi-structured questionnaire as the tool for quantitative data collection. Survey will be administered with farmers' group members, micro-entrepreneurs or vocational trainees, adolescents, youth, parents/caregivers or community members. Questionnaire will be designed to reflect the indicators of the log-frame as well as to answer the research questions. Study team should design its questionnaire as per the project indicators. Digital applications, such as Comm Care or Kobo, should be used for data collection. Use of digital application expedites data collection, minimizes errors in data during collection and while transferring to centralized system.

### Validity and reliability of the tools

The design of the questionnaires should be guided by steps to ensure validity and reliability of the tools. Validity checks should be done by reviewing the questions by MEAL team of Nepal CO and SCI Italy to ensure that questions are measuring the indicators as defined in the project. This is critical and a multiple review by designated experts within SCI Nepal team and SC Italy is required to finalize the questions. Further, reliability tests should be done by reviewing the questions and also by using Cronbach's Alpha<sup>11</sup> if scale rankings are used for any set of questions.

A pre-testing of the questionnaire should be done by the consulting team to revise and improve the reliability of this tool. The extent of testing will depend on the resource available and at the least can be tested within the team if not at the community level. This should be followed by an intensive training for enumerators who are provided the capacity to ensure data quality. A similar process for finalizing open ended questions for FGD and KII should be followed.

Data quality management should be exercised by following the process for error detection and data cleaning prior to data analysis. Data should undergo tests for assigning correct data types; duplication of data; completeness check and management of missing observations by an appropriate strategy to either

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**11** <sup>[1]</sup> Cronbach's alpha is a measure of internal consistency, that is, how closely related a set of items are as a group. It is considered to be a measure of scale reliability. A "high" value for alpha does not imply that the measure is unidimensional. If, in addition to measuring internal consistency, you wish to provide evidence that the scale in question is unidimensional, additional analyses can be performed. Exploratory factor analysis is one method of checking dimensionality. Technically speaking, Cronbach's alpha is not a statistical test – it is a coefficient of reliability (or consistency).



disclose or impute with mean, median, etc.; identification of outliers and membership to data range and type; review of descriptive statistics to look at mean, median, standard deviations; examine frequencies to detect unequal distributions in categories such as age and sex; logic checks; bivariate associations for outliers; etc. The study should prepare a clear plan for error correction by their identification and document the process to include data cleaning trail in the report.

### 5.3 Ethical Considerations

It is expected that this study will be:

- **Child participatory.** Where appropriate and safe, children should be supported to participate in the endline process beyond simply being respondents. Opportunities for collaborative participation could include involving children in determining success certain aspects of the endline design, supporting children to collect some of the data required for the endline themselves, or involving children in the validation of findings. Any child participation, whether consultative, collaborative or child-led, must abide by the [9 Basic Requirements for meaningful and ethical child participation](#).
- **Inclusive.** Ensure that children from different ethnic, social and religious backgrounds have the chance to participate, as well as children with disabilities and children who may be excluded or discriminated against in their community.
- **Ethical:** The study must be guided by the following ethical considerations:
  - *Safeguarding – demonstrating the highest standards of behavior towards children and adults.*
  - *Sensitive – to child rights, gender, inclusion and cultural contexts.*
  - *Openness - of information given, to the highest possible degree to all involved parties.*
  - *Confidentiality and data protection - measures will be put in place to protect the identity of all participants and any other information that may put them or others at risk.<sup>12</sup>*
  - *Public access - to the results when there are not special considerations against this.*
  - *Broad participation - the relevant parties should be involved where possible.*
  - *Reliability and independence - the study should be conducted so that findings and conclusions are correct and trustworthy.*

**Ethical Approval:** Ethical approval for conducting endline survey should be taken from Nepal Health Research Council (NHRC) or SCI ethical review committee.

It is expected that:

- Data collection methods will be age and gender appropriate.
- Study activities will provide a safe, creative space where children feel that their thoughts and ideas are important.
- A risk assessment will be conducted that includes any risks related to children, young people's, or adult's participation.
- A referral mechanism will be in place in case any child safeguarding or protection issues arise.
- Informed consent will be used where possible.

The study team will be required to obtain approval from a Human Research Ethics Committee. SC Nepal will provide assistance with this process.

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<sup>12</sup> If any Consultancy Service Provider, Freelancer or Contingent worker will have direct contact with children and/or vulnerable adults and/or beneficiaries and/or have access to any sensitive data on safeguarding and/or children and/or beneficiaries, it is the responsibility of the person receiving the consulting service to contact the local HR team and child safeguarding focal point to ensure vetting checks and on-boarding are conducted in line with statutory requirements, local policies and best practices guidance.

## 6. EXPECTED DELIVERABLES

The study deliverables and tentative timeline (subject to the commencement date of the study) are outlined below. The study team lead and KIRAN Project Manager of SC Nepal will agree on final milestones and deadlines at the inception phase.

### Deliverables and Tentative Timeline

Deliverable / Milestones	Timeline
The study Team is contracted and commences work (where relevant)	First week of September, 2023
The study Team will facilitate a <b>workshop</b> with the relevant stakeholders at the commencement of the project to develop the inception report.	Second week September 2023
<p>The study Team will submit an <b>inception report*</b> in line with the provided template, including:</p> <ul style="list-style-type: none"> <li>▪ Study objectives, scope and key study questions</li> <li>▪ Description of the methodology, including design, data collection methods, sampling strategy, data sources, and study matrix against the key study/research questions</li> <li>▪ Data analysis and reporting plan</li> <li>▪ Caveats and limitations of study</li> <li>▪ Risks and mitigation plan</li> <li>▪ Ethical considerations including details on consent.</li> <li>▪ Stakeholder and children communication and engagement plan</li> <li>▪ Key deliverables, responsibilities, and timelines</li> <li>▪ Resource requirements</li> <li>▪ Data collection tools (in line with the study matrix and requirements set by the KIRAN Project indicators framework and learning agenda)</li> </ul> <p>Once the inception report is finalised and accepted, the endline study team must submit a request for any change in strategy or approach to the study manager or MEAL team in SCI..</p>	2 <sup>nd</sup> week of September
<p><b>Ethics submission (if applicable):</b> Should approval from a Nepal Health Research Council (NHRC) be required, an ethics submission should include:</p> <ul style="list-style-type: none"> <li>▪ study protocols (participant recruitment, data security and storage, consent and confidentiality etc.)</li> <li>▪ considerations for consulting with children and other vulnerable groups (if applicable)</li> <li>▪ participant information statement and consent forms</li> </ul>	2 <sup>nd</sup> Week of September, 2023
<p><b>Finalize data collection tools and conduct data collection (in the report language):</b></p> <ul style="list-style-type: none"> <li>▪ Survey instrument</li> <li>▪ Data collection mechanism</li> </ul>	2 <sup>nd</sup> week of September, 2023
<p>A summary of findings from the study should focus will be on:</p> <ul style="list-style-type: none"> <li>▪ Summary of interim findings</li> <li>▪ Any emerging project issues or risks (if applicable)</li> <li>▪ Any changes that have had to be made to the study design (if applicable)</li> <li>▪ Key tasks for the next stage of the study and any proposed refinements or changes to methodology (if applicable)</li> </ul>	
A Study <b>Report*</b> (Draft Version – template available if useful though external actors may want to use theirs) including the following elements:	25 October 2023

<ul style="list-style-type: none"> <li>▪ Executive summary</li> <li>▪ Background description of the Project and context relevant to the Study</li> <li>▪ Scope and focus of the study.</li> <li>▪ Overview of the study methodology and data collection methods</li> <li>▪ Data quality management plan and action</li> <li>▪ Findings aligned to each of the key research questions and indicators.</li> <li>▪ Specific caveats or methodological limitations of the study</li> <li>▪ Conclusions outlining implications of the findings or learnings. And achievements over the baseline data</li> <li>▪ Recommendations</li> <li>▪ Annexes (Project log frame, study ToR, Inception Report, Study schedule, List of people involved)</li> </ul> <p>A consolidated set of feedback from key stakeholders will be provided by Save The Children within one weeks of the submission of the draft report.</p>	
<b>Data and analyses</b> including all encrypted raw data, databases, and analysis outputs	First week of November, 2023
<b>Knowledge translation materials</b> <ul style="list-style-type: none"> <li>▪ PowerPoint presentation of Study findings</li> </ul> <p>Evidence to Action Brief**</p>	3 <sup>rd</sup> week of December, 2023
<ul style="list-style-type: none"> <li>▪ <b>Final Study Report*</b> incorporating feedback from consultation on the Draft Study Report</li> </ul>	End of December 2023

\*All reports are to use the Save the Children [Final Study Report template](#)

All documents are to be produced in MS Word format and provided electronically by email to the KIRAN Project Manager. Copies of all PowerPoint presentations used to facilitate briefings for the project should also be provided to Save the Children in editable digital format.

## 7. REPORTING AND GOVERNANCE

The study team lead is to provide reporting against the project plan. Weekly regular reporting should be done to the Senior MEAL Coordinator through [email or phone](#) and by outlining progress and a written Progress Report (1-page) by email to the Save the Children study Project Manager fortnightly, documenting progress, and any emerging issues to be resolved and planned activities for the next month. The day-to-day communication and technical progress/issues should be reported to SCI MEAL team either through phone or email.

## 8. STUDY MANAGEMENT

**Tentative Timeline, with key deliverables in bold. The final timeline and deliverables will be agreed upon the inception phase.**

What	Who is responsible	By when	Who else is involved
Proposal submissions due	Project Manager	25 August 2023	MEAL team, TM, Supply chain
Proposal review and selection of study team	SC tender review panel formed	5 Sept 2023	TM, Technical Advisors, MEAL

Documentation review, desk research	Study team	10 Sept 2023	TM, Technical Advisors MEAL
Selection and agreement with the consultant	Study team	15 Sept 2023	TM, Technical and MEAL
<b>Inception report and Tools finalization</b>	Study team	25 Sept 2023	TM, Technical Advisors MEAL
Ethics submission	Study team	26 Sept 2023	TM, Technical Advisors MEAL
Review of inception report	SC team	30 Sept 2023	TM, Technical and MEAL team
Digitization of <b>Data collection tools</b>	Study team	5 Oct 2023	TM, Technical Advisors MEAL
Data collection tools pretesting	Study team	10 Oct 2023	TM, Technical Advisors MEAL
Data collection	Study team	25 Oct 2023	SC MEAL team
<b>Data management and analysis</b> (coding, transcriptions, data cleaning, integration and analysis)	Study team	15 Nov 2023	MEAL Coordinator-Operational Research, CO
First draft of the Final study report	Study team	30 Nov 2023	MEAL, TAs
Review of first draft report	SC team	5 Dec 2023	Study team, SC Project Manager, Technical Advisors, MEAL team
Meeting with consultants and evaluation team to finalize the report	MEAL Coordinator	8 Dec 2023	PM, TM, Technical Advisors, SC Italy team.
Validation of study findings and recommendations	MEAL Coordinator	15 Dec 2023	SC MEAL team, Technical Advisors
Final Study report and submission of data and analysis	Study team	End of Dec 2023	
Knowledge translation materials	Study team	End of Dec 2023	MEAL team
Project team meeting to develop Study Response Plan	MEAL Coordinator	End of Dec 2023	MEAL and Technical Advisors
Study final report (together with response plan) posted on One Net and reviewed (see page 1 above for platform links)	MEAL Coordinator	15 Jan 2024	SC Peer reviewers

## 9. STUDY TEAM AND SELECTION CRITERIA

Interested consultants will be required to submit an Expression of Interest in line with the provided template, which should demonstrate adherence to the following requirements.

### Understanding of Requirements and Experience

To be considered, the study team members together must have demonstrated skills, expertise and experience in:

- Designing and conducting endline evaluations using mixed-method design.
- Experience in conducting studies in the field of child poverty, livelihoods, child protection and/or education especially among adolescents and youths
- Leading socio-economic research, baselines, evaluation or consultancy work in Nepal and is sensitive to the local context and culture, particularly [child rights, gender equality, ethnicity, religion and minority groups and/or other factors]
- Conducting ethical and inclusive studies involving children and children's participatory techniques
- Conducting ethical and inclusive studies involving marginalised, deprived and/or vulnerable groups in culturally appropriate and sensitive ways.
- Managing and coordinating a range of government, non-government, community groups and academic stakeholders
- Extensive experience of theory of change and how they can be used to carry out endline evaluations or evaluations.
- Strong written and verbal skills in communicating technical and/ or complex findings to non-specialist audiences (especially report writing and presentation skills)
- A track record of open, collaborative working with clients

There is a high expectation that:

- Members (or a proportion) of the study team have a track record of previously working together with Save the Children.
- A team leader will be appointed who has seniority and experience in leading complex study projects, and who has the ability and standing to lead a team toward a common goal.
- A team member having experience on conducting quantitative and qualitative research method, with involvement of women researcher in the team composition.
- The team has the ability to commit to the terms of the project and have adequate and available skilled resources to dedicate to this study over the period.
- The team has a strong track record of working flexibly to accommodate changes as the project is implemented.

The academic qualifications are: -

- Master's degree in agricultural, Education and Law or Human Rights (PhD preferred).
- Certification or demonstrated proficiency in data science with SPSS, R, STATA, Nvivo, etc.
- Experience of conducting surveys

### Financial Proposal

Save the Children seeks value for money in its work. This does not necessarily mean "lowest cost", but quality of the service and reasonableness of the proposed costs. Proposals shall include personnel allocation (role / number of days / daily rates / taxes), as well as the cost of enumerators.

### 10. SCHEDULE OF PAYMENT

- Upon approval of inception report and tools: [30%]
- Upon submission of First Draft study Report: [40%]
- Upon approval of final study report: [30%]

## 11. HOW TO APPLY

### Proposals Submission Guideline/Required Documents

Interested team of professional experienced consultants should submit below mentioned documents by **24 August 2023**

Filled out Consultancy Proposal Form and Bidder Response Document (enclosed with this ToR)

- CV(s) of the proposed consultant(s) with full date of birth in dd/mm/yyyy format.
- For firms: Copies of- Firm registration certificate, VAT registration certificate, and latest Tax clearance certificate. For firms that are tax exempted by the government, a copy of tax exemption certificate should be submitted.
- For Individuals (Nepali): Copies of citizenship certificate and VAT registration certificate. An application letter including remuneration requirements (daily rate) and contact information for three work-related referees.
- Applications not including all the above information will not be reviewed. Only short-listed candidates will be contacted.

If an individual is a full-time staff member of another organization, a no objection/consent letter signed by the organization head must be submitted along with the proposal. This is not applicable for proposals sent through a firm.

Proposals should be submitted via email to: [procurementmfwfo.nepal@savethechildren.org](mailto:procurementmfwfo.nepal@savethechildren.org) [The proposals can be dropped at the reception of Save the Children office]:

#### Procurement Coordinator – Sourcing

#### Supply Chain Department

Save the Children, MFWFO- Office

Birendranagar Municipality, Kalunchok, Surkhet

Tel: +977-083-525756

## 12. ANNEXES

### Annex 1: Project Log frame

### Annex 2: List of project documents to be consulted.

1. Project Logical Framework
2. Project Proposal
3. Each endline team should access secondary data for the project area in consultation with the Nepal MEAL team or – demography (categorized by age, gender and disability), education, etc. from the secondary sources.
4. Draft tools that were used for baseline study
5. Baseline study report for data comparison or to analyze progress over the plan

### Annex 4: SCI Evaluation Scoring for perspective consultants

<b>Evaluation Quality Criteria</b> (used for internal scoring after completion)	
<b>Purpose, Design and Methods</b>	
1.	Does the report clearly identify the study purpose (including its key objectives, questions, and criteria) as set out in the evaluation's Terms of Reference (ToR)?
2.	Are the data collection and analysis methods a clearly justified approach to addressing the study purpose and questions? (Do they provide valid, reliable, and ethical data?)
3.	Is the methodology suitably tailored to the context and population groups to which the research questions relate (e.g. re gender, disability, socio-economic status, geographic location, cultural context, ethnicity)?
4.	Is the size and composition of the sample in proportion to the conclusions sought by the study?
5.	Does the study build on what is already known, for example existing tried and tested frameworks and tools, existing data/evidence, and previous lessons learned?
6.	Are the methods used to collect and analyse data and any limitations of the quality of the data and collection methodology explained and justified?
<b>Analysis and Findings</b>	
7.	Has any personal and professional influence or potential bias among those collecting or analysing data been recorded and addressed or mitigated ethically?
8.	Is the data well triangulated, such as by using different data collection methods, types of data and stakeholder perspectives
9.	Are the perspectives of children & communities included in the evidence, including the most deprived and marginalised?
10.	Are the findings disaggregated according to sex, disability, and other relevant social differences?
11.	Is there a clear logical link between the data that was collected and analysed, and the conclusions and recommendations presented
12.	Are conflicting findings and divergent perspectives presented and explained in the analysis and conclusions?
<b>Communication and Use</b>	
13.	Is the analysis and interpretation of the data well communicated through accessible language and helpful visuals (diagrams, graphs, tables as needed)?
14.	Are references, annexes and links included that provide additional relevant data, analysis or references (including key documents and which individuals/stakeholders were involved)?
15.	Is there a clear plan for how to use the results, including recommendations that are 'SMART' (Specific, Measurable, Achievable, Relevant, Timebound) and directed toward the appropriate 'end users', a dissemination plan, and specific actions for implementing these recommendations?

### Capability Evaluation Criteria

<b>SAVE THE CHILDREN</b>		
SN	Major Topic	Score Weightage
1	<b>Organization Background:</b>	
	7 years or above experience in agriculture, education, child protection and livelihood related research/evaluation/studies.	
	5-6 years' experience in agriculture, education, child protection and livelihood related research/evaluation/studies.	
2	2-4 years' experience in agriculture, education, child protection and livelihood related research/evaluation/studies.	
	<b>Relevant Experience:</b>	
	<b>b. Team Leader:</b>	
	7 years or above of agriculture, education, child protection and livelihood related research/evaluation/studies and willing to go field:	

	5-6 years of agriculture, education, child protection and livelihood related research/evaluation/studies and willing to go field:	
	2 to 4 years of agriculture, education, child protection and livelihood related research/evaluation/studies and willing to go field:	
	<b>c. Team Members (Data Collection-Qualitative/Quantitative):</b>	
	All team members have 7 years or above of agriculture, education, child protection and livelihood related research/evaluation/studies:	
	All team members have 5-6 years of agriculture, education, child protection and livelihood related research/evaluation/studies:	
	Below 2 to 4 years of agriculture, education, child protection and livelihood related research/evaluation/studies:	
3.	<b>Reports Quality</b> of recently conducted similar baseline/evaluation reports (attach at least two reports): (If excellent-, if no=)	
4.	<b>Human Resources with education background and team composition:</b> <ul style="list-style-type: none"> <li>a. Team Leader- (If PHD , Master , if bachelor:)</li> <li>b. Team members- (at least one member with having master's degree: 2, Below master's degree: )</li> <li>c. Female member; - (at least one female member in a team: , if no female member in a team: 0)</li> </ul>	
5	<b>Research Methodology: (Study design, Sampling, Sample Size, timeline):</b> Methodology (Study methodology, Sample technique, field Management and Coordination, Data Management, Data Analysis, Data Protection and Ethical Standard): Strong: , Good: , Satisfactory:	
6	<b>Quality assurance mechanism of Orientation program and monitoring and supervision plan:</b> Strong: Good: Poor: 0 <b>Work Plan:</b> Strong: Good: , Poor: 0	
7	<b>Sustainability</b> <ul style="list-style-type: none"> <li>• If team leader and team members have similar working experience in Karnali Province:</li> <li>• If team leader has similar working experience in Karnali province:</li> <li>• If any team members have similar working experience in Karnali province:</li> <li>• If no experience</li> </ul>	
8	<b>Budget</b> (Price will be scored at inverse proportion method which means lowest price's bidder will score highest)	
9	<b>Interview</b> (Strong: , Good: , Satisfactory: )	
	<b>Total</b>	100