

Instruction and Template for  
PROPOSAL Submission  
Policy dialogues on existing laws and policies related to child rights  
CRF No. PR43328

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 then should 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.
  - 1.2 Existing and current human resource and organization organogram.
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, proposed modality / approach and work plan to conduct this assignment.
 

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4. Do you / does your organization have experience of writing policy briefs and facilitating policy dialogues? If yes, please list out some of your work and achievements.
 

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5. Are you willing to continue with policy advocacy after completion of this assignment? If yes, please explain.
 

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6. Please list out your current and past collaborations, partnership and what have you achieved together.
 

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7. Does your organization have existing policies / practices and sustainability strategy to contribute social and environmental / climate justice? If yes, please explain.
 

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8. 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 for policy dialogue”.

### 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 VAT registration certificate; Tax Clearance FY 077/078 or valid evidence of submission of tax details acknowledged by IRD with this proposal.	
g)	Does your proposed team leader have experience and qualification as demanded in the ToR?	

Date: 18<sup>th</sup> February 2022

Request for Proposal (RFP) Reference No: PR43328

Dear Sir/Madam,

Save the Children requests your submission of a proposal to provide goods/services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following goods/services: consultancy assignment entitled "Policy dialogues on existing laws and policies related to child rights".

We include the following information for your review:

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

Your proposal must be received in the following format:

- Full completion of the "Consultancy Proposal Form" document in order that your proposal may be regarded as compliant. Those proposals not completed may be treated as void.
- Proposal to be submitted via email to [nepalco.tenders@savethechildren.org](mailto:nepalco.tenders@savethechildren.org)

The email subject should indicate "Proposal for PR43328 "Policy dialogues on existing laws and policies related to child rights".

Your proposal must be received at [nepalco.tenders@savethechildren.org](mailto:nepalco.tenders@savethechildren.org) not later than **27<sup>th</sup> February 2022** ("the Closing Date"). Failure to meet the Closing Date may result in the proposal / proposal being void. Returned proposals must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

Should you require further information or clarification on the proposal requirements, please contact Mr. Asesh Baidya (Contact Person) in writing at the following address: [eoiconsultant.nepal@savethechildren.org](mailto:eoiconsultant.nepal@savethechildren.org)

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

Yours faithfully,

Asesh Baidya

Procurement Coordinator - Consultancy

Request For proposal

## PART 1: PROPOSAL INFORMATION

### Introduction

Save the Children is the world's leading independent organisation for children. We work in 120 countries. We save children's lives; we fight for their rights; we help them fulfil their potential. We work together, with our partners, to inspire breakthroughs in the way the world treats children and to achieve immediate and lasting change in their lives.

### Provisional timetable

<u>Activity</u>	<u>Date</u>
Circulation of Request for proposal	18 <sup>th</sup> February 2022
Last day for bidders to send clarification questions to Save the Children	22 <sup>nd</sup> February 2022
Last day for SCI to answer clarification questions to bidders	24 <sup>th</sup> February 2022
Return of Proposals (Closing Date)	27 <sup>th</sup> February 2022
Award Contract	14 <sup>th</sup> March 2022
"Go-Live" with Supplier	14 <sup>th</sup> March 2022

### Indicative information

#### **Background**

The Government of Nepal has encouragingly improved child related provisions in the constitution, children's act, policy, plan, institutional structure and program. However, there are noticeable number of children who are deprived of basic rights and living in difficult circumstances. There are discourses on improving child rights situation in Nepal, and the concerned actors/stakeholders do demand for amendment of the Children's Act, endorsement of Children's regulations and formulation of new policies and strategies at provincial and local governments level so that the children can enjoy their rights in true sense. There are some actors/stakeholders who believe that there could be some incompatibility issues of the current federal laws related to child rights with UNCRC and other international child rights related instruments. In this regard, National Child Rights Council and Save the Children have conducted a comprehensive review of existing legislations and policies related to children and

based on that, we are instigating policy discussions and dialogues among concerned stakeholders. For this, a series of policy dialogues will be organized under the leadership of National Child Rights Council (NCRC) in coordination with line ministries and CSOs. The consultancy firm/institute is expected to develop evidence-based policy briefs based on the comprehensive legal review report and international child rights instruments and support the policy dialogues with paper presentation and facilitating discussions/dialogues.

### **Award criteria**

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

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

Bidders must meet the following criteria:

- That the bidder has legitimate business /official premises, or that they are registered for trading and tax as appropriate.
- That they are not any prohibited parties or on government blacklisting
- Bidder's confirmation of compliance with the attached Conditions of proposal, Terms and Conditions of Purchase, Anti-Bribery and Corruption Policy, Child Safeguarding Policy, Save the Children's Human Trafficking and Modern Slavery Policy and IAPG Code of Conduct
- Registered with relevant Government Authority.
- Have a VAT registration certificate; Tax Clearance FY 077/078 or valid evidence of submission of tax details acknowledged by IRD.
- Experience and qualification of Team leader as mentioned in ToR

### **Evaluation Criteria**

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

Criteria	Weight	Sub-Criteria	% Weight
<b>Commercial</b>	<b>45%</b>	Measured on Inverse proportional Basis (overall Rate)	<b>45%</b>
<b>Sustainability</b>	<b>10%</b>	Practice of doing Policy Dialogues: 2.5% Willingness to continue / follow up with policy dialogues: 2.5% Partnership with other stakeholders: 2.5% Existing policies / practices and sustainability strategy to contribute social and environmental / climate justice: 2.5%	<b>10%</b>
<b>Capability</b>	<b>45%</b>	<b>Understanding of the TOR and Proposed Modality</b> Excellent: 5, Good: 4, Satisfactory: 3, Fair: 2, Poor: 1	<b>5%</b>

Criteria	Weight	Sub-Criteria	% Weight
		(Excellent - Should have thorough understanding of the TOR and have suggested most relevant and innovative modality of facilitating dialogues).	
		<b>Team composition and professional expertise</b> (must have at least following experts for proposal acceptance)  At least one expert on child rights who should have rich understanding on international laws/instruments from child rights lens and have extensive experience and engagement with Parliamentarians/Legislatures/Government officials for lobbying to ensure the rights of child relevant laws/policies. If yes, then evaluation scores will be as:  Excellent: 10%, Good: 8%, Satisfactory: 6%, Fair: 4%, Poor: 2%	<b>10%</b>
		<b>Prior experience of policy advocacy, including facilitating policy dialogues on child rights issues</b> (with the thorough understanding of the international laws from child rights lens) <ul style="list-style-type: none"> <li>• More than 10 years of policy advocacy experience – 16% to 20%</li> <li>• Between 5 – 10years of policy advocacy experience – 11% to 15%</li> <li>• Between 2 - 5 years of policy advocacy experience – 6% to 10%</li> <li>• Below 2 years of policy advocacy experience – 1% to 5%</li> </ul>	<b>20%</b>
		<b>Presentation (for shortlisted bidder/s only)</b>	<b>10%</b>
		<b>Resulting Weighted %</b>	<b>100%</b>
<b>Total</b>			
<b>Remark</b>	Only technically qualified bidder/s will be eligible for financial evaluation / review.		



## PART 2: CONDITIONS OF PROPOSAL

### 1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- (a) **Award Criteria** - the award criteria set out in the Request for Proposal.
- (b) **Bidder** - a person or organisation who submits a proposal.
- (c) **Conditions** - the conditions set out in this 'Conditions of Proposal' document.
- (d) **Cover Letter** - the cover letter attached to the Proposal Information Pack.
- (e) **Goods and/or Services** - everything purchased by SCI under the contract.
- (f) **Request for Proposal** - the Proposal Information, these Conditions, SCI's Terms and Conditions of Purchase, SCI's Child Safeguarding Policy, SCI's Anti Bribery and Corruption Policy and the IAPG Code of Conduct.
- (g) **SCI** - Save the Children International (formerly known as The International Save the Children Alliance Charity), a charitable company limited by guarantee registered in England and Wales (company number 03732267; charity number 1076822) whose registered office is at St Vincent House, 30 Orange Street, London, WC2H 7HH.
- (h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by SCI to the Supplier, or specifically produced by the Supplier for SCI, in connection with the proposal.
- (i) **Supplier** - the party which provides Goods and/or Services to SCI.

### 2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to SCI's Terms and Conditions of Purchase (attached to these Conditions). SCI reserves the right to undertake a formal review of the contract after twelve (12) months.

### 3. Late Proposal submissions

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

### 4. Correspondence

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

## **5. Acceptance of Proposals**

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

## **6. Alternative offer**

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

## **7. Prices**

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

## **8. No reimbursement of proposal expenses**

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

## **9. Non-Disclosure and Confidentiality**

Bidders must treat the Request for Proposal, contract and all associated documentation (including the Specification) and any other information relating to SCI's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by SCI by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of quoting for business from SCI;
- not disclose the Confidential Information to third parties without SCI's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;

- notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

## **10. Award Procedure**

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

## **11. Information and Record Keeping**

SCI shall consider any reasonable request from any unsuccessful Bidder for feedback on its proposal and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its proposal was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which SCI receives the request.

## **12. Anti-Bribery and Corruption**

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

## **13. Child Protection**

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

## **14. Human Trafficking and Modern Slavery**

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

## **15. Exclusion Criteria**

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment

of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

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

#### **16. Conflict of Interest / Non Collusion**

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of SCI which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between SCI, and any other Save the Children entity, and it and if there are any arrangements which have been put in place over the last twenty four (24) months.
- That it has not communicated to anyone other than SCI the amount or approximate amount of the proposal.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the proposal process.

#### **17. Assignment and novation**

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either SCI or any other Save the Children entity if so required.

## **PART 3: TERMS AND CONDITIONS OF PURCHASE**

### **1 Definitions and Interpretation**

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

### **2 Quality and Defects**

2.1 The Goods and the Services shall, as appropriate:

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

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

### **3 Compliance and Ethical Standards**

3.1 The Supplier, its suppliers and sub-contractors, shall (a) observe the highest ethical standards, and shall comply with all applicable laws, statutes, regulations and codes (including environmental regulations and the International Labour Organisation's international labour standards on child labour and forced labour) from time to time in force, (b) comply with the following Customer policies, which are annexed: Child Safeguarding; Fraud, Bribery and Corruption; and Human Trafficking and Modern Slavery (together the "Mandatory Policies"), and (c) act in relation to the Contract in accordance with the principles of the Inter-Agency Procurement Group Code of Conduct.

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

3.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

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

#### **4 Delivery / Performance**

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

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

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

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

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

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

#### **5 Indemnity**

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

## **6 Price and Payment**

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

## **7 Termination**

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

7.2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:

- a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
- b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.

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

## **8 Supplier's Warranties**

8.1 The Supplier warrants to the Customer that:

- a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer;
- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances;
- d) none of its directors or officers or any of its employees have any interest in any supplier or potential supplier of the Customer or is a party to, or are otherwise interested in, any transaction or arrangement with the Customer; and
- e) information provided to the Customer are, and remain, complete and accurate in all material respects.

## **9 Force majeure**

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

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

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

## **10 General**

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

10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer's prior written consent.

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

10.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

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

10.6 The Contract shall be governed by and construed in accordance with Nepal law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Nepal to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

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



## **PART 4: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY**

### **Our values and principles**

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

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

### **What we do**

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

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

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

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

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

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

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

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

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

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

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

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

## PART 5: SAVE THE CHILDREN'S ANTI-BRIBERY AND CORRUPTION POLICY

### Our values and principles

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

### What we do

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

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

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

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

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

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

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.

f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or proposal process.

g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.

h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

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

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

You are obliged to:-

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

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

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

## PART 6: SAVE THE CHILDREN'S HUMAN TRAFFICKING AND MODERN SLAVERY POLICY

### 1. Our values and principles

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

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

### 2. What is human trafficking and modern slavery?

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

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

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

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

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and

- International Labour Standards on Child Labour and Forced Labour.

### 3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

- f. **'Marital and sexual slavery'**, including forced marriage, the purchase of women for marriage, forced prostitution, or other sexual exploitation of individuals through the use or threat of force or other penalty.

#### **4. The commitment we expect from commercial partners**

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

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



## **PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

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

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

### **Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

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

### **Environmental Standards:**

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

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

### **Business Behaviour:**

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

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



**Qualifications to the statement**

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

**Disclaimer**

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

## Policy dialogues on existing laws and policies related to child rights.

**PR43328**

### Terms of Reference

#### **Background on Save the Children**

Save the Children is the leading global independent organisation 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.

We do whatever it takes for children – every day and in times of crisis – transforming their lives and the future we share.

**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.

#### **Background information/context**

The Government of Nepal has encouragingly improved child related provisions in the constitution, children's act, policy, plan, institutional structure and program. However, there are noticeable number of children who are deprived of basic rights and living in difficult circumstances. There are discourses on improving child rights situation in Nepal, and the concerned actors/stakeholders do demand for amendment of the Children's Act, endorsement of Children's regulations and formulation of new policies and strategies at provincial and local governments level so that the children can enjoy their rights in true sense. There are some actors/stakeholders who believe that there could be some incompatibility issues of the current federal laws related to child rights with UNCRC and other international child rights related instruments. In this regard, National Child Rights Council and Save the Children have conducted a comprehensive review of existing legislations and policies related to children and based on that, we are instigating policy discussions and dialogues among concerned stakeholders. For this, a series of policy dialogues will be organized under the leadership of National Child Rights Council (NCRC) in coordination with line ministries and CSOs. The consultancy firm/institute is expected to develop evidence-based policy briefs based on the comprehensive legal review report and international child rights instruments and support the policy dialogues with paper presentation and facilitating discussions/dialogues.

#### **Objective**

- i) Develop policy briefs along with the recommendation for revision/amendment of provisions / clauses in the existing federal laws and policies related to children's rights in coordination with National Child Rights Council (NCRC).
- ii) Facilitate and make presentation during the policy dialogues in coordination with NCRC along with the policy makers, representative of line ministries and Civil Society Organizations.

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

Within Kathmandu valley.

### **Services the Supplier will provide**

The consultancy firm/institution is required to provide the following services:

- Policy briefs of the laws and policies on child rights that need to be revised/reformed based on the comprehensive legal review report and UNCRC
- Copies of PowerPoint presentation and discussion notes based on the policy briefs for policy discussions and dialogues
- Facilitate policy dialogue sessions in coordination with NCRC and Save the Children

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

Minimum competencies:

- A team leader should have demonstrated experience of providing similar services in country context.
- A team leader should have Advanced University Degree (Master) in law, international development, social sciences or a related discipline.
- An excellent command of the English and Nepali languages – both written and oral
- Ability to produce quality work within deadline.

### **Expected Deliverables**

SCI expects the following deliverables to be provided:

Deliverable number	Deliverable title	Description	Format and style
1	Action plan	<p>The action plan is to define the exact work plan and scope for the rest of the duration.</p> <p>The action plan should comprise of feasible plan along with session plans, and the execution plan to complete the tasks on given time.</p>	Presentation delivered to Project Board

2	Policy Briefs and presentation on each policy brief	Develop at least six policy briefs in coordination with NCRC based on the comprehensive legal review report and prepare a power point slides for each policy briefs for presentation during policy dialogues. Comprehensive learning brief needs to be prepared after each session and should be submitted to the contact person	Submitted to the SC contact person
	Final Report	The final report should include details of the task execution and also reflect the information received during the policy dialogues and the inputs from the policymakers, government officials and CSO representatives.	Submitted to Project Board

### **Timeline**

Estimated Commencement Date: 14<sup>th</sup> March 2022

Estimated End Date: 30<sup>th</sup> June 2022

Deliverable number	Deliverable title	Submit to	Delivery date
1	Action Plan	Project Board	
2	Four Policy briefs and Powerpoint slides of each policy briefs	SC contact person	
3	Final report	Project Board	

### **Status updates/reporting**

The consultancy firm shall provide the below status updates for the duration of the services:

- Monthly progress update with SC contact person

### **General assumptions and dependencies**

SC along with NCRC and strategic partners will identify the key stakeholders to be engaged in the workshop. The policy briefs are to be approved by NCRC.

### **Payment information**

The Fees are inclusive of all costs, overheads, and expenses, including travel, subsistence and accommodation.

Payment can be made on instalment basis after completion of each deliverable or on mutual agreement with winning bidder.

Save the Children shall pay correctly rendered invoices (a) upon completed delivery of the goods or performance of the services in accordance with the contract or (b) within 45 days from the date of invoice (**whichever is later**).

### **How to apply for the services**

Proposal Submission Guideline/Required Documents

Proposal Submission Deadline- **27<sup>th</sup> February 2022**

- **Required Documents-**
  - Filled out Consultancy Proposal Form (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, Tax clearance certificate of FY 2077/078 or valid evidence of submission of tax details acknowledged by IRD.

**Proposals should be submitted via email to [nepalco.tenders@savethechildren.org](mailto:nepalco.tenders@savethechildren.org)**

**Proposals submitted in another email addresses will not be considered in the process. (Please note that, consultant **must not** cc / bcc / forward proposals to any other email addresses).**