

## 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 co-operation and assistance in relation to any such request, complaint, notice or communication.

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

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

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

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

## SCHEDULE

### SAVE THE CHILDREN SUPPLIER SUSTAINABILITY POLICY

#### PART 1 - INTRODUCTION

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

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

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

#### PART 2 - SCOPE OF APPLICATION

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

#### PART 3 - CONTINUOUS IMPROVEMENT

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

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

## PART 4 - MANAGEMENT, MONITORING AND EVALUATION

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

## PART 5 - KEY PRINCIPLES AND SUPPLIER STANDARDS

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

### 1 - KEY PRINCIPLES

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

<b>1.13</b> Adopt a zero-tolerance approach towards fraud, bribery and corruption	<a href="#">Standard 5 – Ethical Conduct</a>
<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

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

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



## 2.6 HARASSMENT, INTIMIDATION AND BULLYING

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

## 2.7 WAGES AND WORKING HOURS

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

## 2.8 HEALTH AND SAFETY

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

## SUPPLIER STANDARD 3 – HUMAN RIGHTS

### 3.1 HUMAN RIGHTS

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

## SUPPLIER STANDARD 4 - ENVIRONMENT

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

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

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

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

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

## 4.1 ENVIRONMENTAL

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

## 4.2 IMPACT

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

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

## 4.3 WASTE

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

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

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

## 4.4 ENERGY AND EMISSIONS

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

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

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

## 4.5 WATER

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

# SUPPLIER STANDARD 5 – ETHICAL CONDUCT

## 5.1 CORRUPTION

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

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

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

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

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

## 5.3 GIFTS AND HOSPITALITY

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

## 5.1 SANCTIONS, AID DIVERSION AND EXPORT CONTROLS

- 5.1.1 **Must** comply with applicable sanctions and export controls (so must not make funds or resources available to or for the benefit of any person / entity subject to restrictions), and obtain any necessary licenses.
- 5.1.2 **Must** provide to Save the Children the names and dates of birth of key staff, to enable vetting.

## SUPPLIER STANDARD 6 - SAFEGUARDING

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

- 6.1.1 **Must** comply with all relevant laws and regulations including '*United Nations Convention on the Rights of the Child*', '*International Labour Standards on Child Labour & Forced Labour*' etc.
- 6.1.2 **Must** complete vetting / background checks on all perspective staff (permanent / temporary / casual) during recruitment.
- 6.1.3 *Should* ensure staff are aware of the Safeguarding Policy<sup>7</sup> and participate in Safeguarding trainings provided by Save the Children when offered.
- 6.1.4 **Must** create and maintain a safe and inclusive environment, free from any form of discrimination, exploitation, abuse, harassment, intimidation, and bullying.

### 6.2 EXPLOITATION, ABUSE AND HARM

- 6.2.1 **Must** ensure no staff is left alone with a child in the course of them delivering goods / services to Save the Children.
- 6.2.2 **Must** ensure that no one shall be subjected to behaviour that has the purpose or effect of violating their dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.
- 6.2.3 **Must** note that sexual activity with persons under the age of 18 is prohibited, regardless of the local age of minority / consent. Mistaken belief in the age of a person is not considered a defence.
- 6.2.4 **Must** not physically, sexually or emotionally harm, or threaten to harm any child or adult.
- 6.2.5 **Must** not engage in physical abuse, sexual abuse or harmful behaviour towards anyone.
- 6.2.6 **Must** not engage in any form of coercive behaviour including physical and / or humiliating punishment.
- 6.2.7 **Must** not exchange money, employment or other items or promises of value for any sexual activity that is exploitative.
- 6.2.8 **Must** ensure adequate provisions (e.g. Health and Safety) are in place when carrying out works / services where children and adults may be at risk.

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

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

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

## SUPPLIER STANDARD 7 – COMMUNITY IMPACT

### 7.1 COMMUNITY STRENGTHENING AND LIVELIHOODS

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

### 7.2 INDIGENOUS PEOPLE

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

### 7.3 CULTURAL HERITAGE

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

## PART 6 – WHISTLEBLOWING / CONTACT US

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

**Instruction and Template for  
PROPOSAL Submission**

Consultancy Title: Conduct research on home schooling  
PR No. PR291471

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 envelops (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 **may** 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 / Individual Background

- 1.1 Please provide your / organization's experience in leading education related project/s below.

Organization Name	Project Title	Date		Remark
		From	To	

Please add / delete rows in above table as required.

- 1.2 Please list out studies / research conducted by you / your organization in the field of education particularly accelerate learning programs and/or pedagogical practices and/or curriculum and/or out of school learning programs and/or stakeholders' engagement in children's learning and quality learning framework of education.

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 proposed for this assignment	Academic Qualification

3. Have you conducted ethical and inclusive studies involving marginalized, deprived and/or vulnerable groups in culturally appropriate and sensitive ways? If yes, please provide a soft copy of the research studies or link in below table.

---

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.

4. Do you have experience of study in both humanitarian and regular development context? If yes, please provide soft copy of the research studies or link in below table.

S. No.	Title of studies	Sector (Humanitarian / Development)	Link/hyperlink of documents	Completion Date
1				
2				
3				
4				
5				

5. Do you have experience collaboratively working with NGOs / INGOs? If yes, please provide experience letter from the NGO / INGO you have worked with.

S. No.	Assignment Description	Organization Name	Completion Date	Attach experience letter
1				
2				
3				
4				
5				

6. Please provide your understanding of ToR and proposed modality / approach to conduct this assignment.







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

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

## 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? (not applicable to individual bidders)							
b)	We, the Bidder, hereby confirm we compliance with the following policies and requirements: <table><tr><td>Terms &amp; Conditions of Bidding</td><td> 1. Terms &amp; Conditions of Biddi</td></tr><tr><td>Terms &amp; Conditions of Purchase</td><td> SC-C-01 Short Form Goods and Services</td></tr><tr><td>Supplier Sustainability Policy and the included mandatory policies</td><td><a href="#">Click Here to Access</a></td></tr></table>	Terms & Conditions of Bidding	 1. Terms & Conditions of Biddi	Terms & Conditions of Purchase	 SC-C-01 Short Form Goods and Services	Supplier Sustainability Policy and the included mandatory policies	<a href="#">Click Here to Access</a>	
Terms & Conditions of Bidding	 1. Terms & Conditions of Biddi							
Terms & Conditions of Purchase	 SC-C-01 Short Form Goods and Services							
Supplier Sustainability Policy and the included mandatory policies	<a href="#">Click Here to Access</a>							



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)	Are you registered in VAT? Have you submitted a copy of VAT registration certificate with this proposal?	
g)	Have you / your organization conducted at least three studies/research in the field of education particularly accelerate learning programs and/or pedagogical practices and/or curriculum and/or out of school learning programs and/or stakeholders' engagement in children's learning and quality learning framework of education? If yes, have you submitted evidence such as report or articles either in softcopy or links with this proposal?	
h)	Does you / proposed team leader have master's degree in education /international development / social sciences, or in related discipline? If yes, is this reflected in CV?	

**Terms of Reference (TOR)**

**STUDY ON EFFECTIVENESS OF HOME SCHOOLING**

SAHAYATRA II Project

May, 2023

## TABLE OF CONTENTS

<b>1. Project Summary .....</b>	<b>5</b>
<b>2. Introduction .....</b>	<b>6</b>
<b>3. Background and Context .....</b>	<b>6</b>
<b>4. Scope of Study .....</b>	<b>7</b>
4.1 Purpose, Objectives and Scope.....	7
4.2 Intended Audience and Use of the Study.....	8
4.3 Key Study Questions .....	8
<b>5. Study Methodology .....</b>	<b>9</b>
5.1 Study Design .....	9
5.2 Sampling.....	9
5.3 Data Sources and Data Collection Methods / Tools.....	10
5.4 Ethical Considerations.....	10
5.5 Known Limitation .....	11
<b>6. Expected Deliverables .....</b>	<b>11</b>
<b>7. Reporting and Governance.....</b>	<b>12</b>
<b>8. Study Management.....</b>	<b>12</b>
<b>9. Study Team and Selection Criteria.....</b>	<b>12</b>
9.1 Understanding of Requirements and Experience .....	12
9.2 Financial Proposal .....	13
<b>10. Schedule of Payment.....</b>	<b>13</b>
<b>11. Proposal Review and Scoring Criteria .....</b>	<b>11</b>
<b>12. How to Apply .....</b>	<b>14</b>

## 1. PROJECT SUMMARY

<b>Name of the project</b>	SAHAYATRA II and KIRAN
<b>Project Start and End Dates</b>	Jan 2019 to Dec 2023
<b>Project duration</b>	Five years
<b>Project locations:</b>	Tilagupha Municipality and Shubhakalika Rural Municipality of Kalikot, Gurans Rural Municipality and Aathbis Municipality of Dailekh and Chhedagad Municipality and Kushe Rural Municipality of Jajarkot district, Karnali Province
<b>Thematic areas</b>	Education, Child Protection and Child Right Governance
<b>Sub themes</b>	Early Childhood Care and Development (ECCD), Basic Education and Other Education (Safe School)
<b>Donor</b>	NORAD
<b>Estimated beneficiaries</b>	118,300 people from the project
<b>Overall objective of the project</b>	(i) All children learn and are safe in a quality learning environment (ii) Violence against boys and girls is not tolerated. (iii) Local, state and federal governments in Nepal held to account by a strong civil society to meet their obligation to protect children's rights.

## 2. INTRODUCTION

SAHAYATRA-II project is implementing to improve the learning and development of children through ensuring access to quality education opportunities, providing capacity building opportunities to the teachers for professional development, improving learning performance of children, and improving the school management and leadership. This project will use an action research approach to work with school management committees, parent groups and wider civil society in addressing school needs whilst targeting individual children and families that need focussed support. Save the Children together with local partners, is implementing the Integrated Program – Sahayatra - II funded by NORAD in 248 schools of five R/municipalities (Gurans rural municipality, Shubhakalika rural municipality, Tilagupha municipality, Chhedagad municipality and Kushe rural municipality) of three remote districts of Nepal in Karnali province. The project aims to improve the status of education, protection and child rights with a special focus on children from the most deprived and marginalized community over five years (2019-2023). The project is integrated through a design to address the quality learning environment and the child rights situation, through creating a safe, supportive and protective environment for children at school and community settings. To ensure the relevance of the program at local level, existing partners and children have been involved in the designing phase of the program through initial discussions, consultation and workshops. Home schooling related interventions intends to create learning environment at home and continuation of learning of children during school closures and school running time.

KIRAN project is being implemented in Aathbish and Chamunada Bindrasaini Municipalities in Dailekh. The vision of the project is that the children from the most deprived and marginalized families are educated, protected, and their families are economically resilient. It will be achieved through improved food security, income generating opportunities, expanded coverage of social protection services for parents and caregivers, and improving the access of the children, especially those who are out of school, to a 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 provide child protection services for children who are the most vulnerable and at risk of child labor. The project also aims to improve local governments' capacity for information management and planning in areas such as education, child protection, livelihoods, climate change, and disaster risk reduction. Local governments are supported in 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

During COVID- 19 pandemic, Government of Nepal had to declare state of emergency and called on nationwide lockdown to prevent spread of Corona Virus affecting the rights of children to education. Their learning continuity stopped and opportunity to engage in teaching learning activities during emergencies was severely affected. Children became more exposed to violence and abuse in their community setting and own homes. Reported incidences of suicide and child marriage cases were extreme consequences of psycho-social effects on children during these gruelling times of isolation at home.

In the light of all this, an innovative way of addressing the growing adverse situation the concept of Home Schooling came into effect since 2020 under SAHAYATRA II project in Kalikot, Dailekh and Jajarkot districts of project working areas which was scaled up to the KIRAN project later on.. Empowering all the children leaving no one behind with respect to their age groups, gender, capacity and vulnerability in all the situations especially at the time of disasters is very crucial. The parents as well as guardians took their children under their wing to continue learning at own homes.

Though the concept emerged during emergency it was later realized that it needs to be focused for the development period as well. Therefore, the concept of home schooling was adopted by Ministry of Education Science and Technology/Center of Education and Human Resources Development (CEHRD) which later developed Home Schooling Management Facilitation Guideline, 2078. According to the guideline, following processes are developed:

- *One home teacher is selected from each household preference who is literate enough to teach children*
- *One-day orientation will be provided to each home teacher*
- *Arrangement of learning materials of story books, poems, picture books, crayons, pencils, erasers, sharpeners, clocks, calendars, copies, pencils, soaps in each house*
- *Book corners will be established to help the children in their studies*
- *Development of daily routine of all the daily activities containing study period along with sports, entertainment, and household chores support*
- *The teachers of the concerned schools collect information about the children's study over the phone, as well as does home visit and giving necessary suggestions and advice.*
- *School management committee members, ward chairpersons, members and nearby teachers of the concerned are assigned the responsibility of monitoring and facilitating the home teacher classes.*
- *Self-learning material is also provided by the project and palikas*

Although home-schooling program was initiated during CoVID 19 pandemic, it is still being continued in the community. The approach has encouraged the children to regularly engage themselves on their learning activities at home during the period of lockdown and beyond. Child participation on life skills like kitchen gardening and easy household works increased. All the working Rural/Municipality has agreed to replicate this activity in each community. Palika decided to continue this program at large scale where every child can learn at their home with the help of parents.

## 4. SCOPE OF STUDY

### 4.1 Purpose, Objectives and Scope

- The purpose of the research is to assess the effectiveness of the home-schooling interventions and identify appropriate and effective relevant strategies for scale-up of home schooling both humanitarian and development context

**The specific objectives are:**

- Explore the change and & progress in children's learning, and behaviour after implementing home-schooling.
- Explore the change & progress in parents' behaviour on engaging children learning at home and their behaviour modification.
- Identify to what extent the home-schooling contributed/contributes to addressing Learning Recovery and Accelerated learning of children in both humanitarian and developmental contexts.
- Identify the linkage between home-schooling and formal schools and areas to be strengthened and new strategies to be implemented for better impact of the home-schooling.
- Identify the opportunities, challenges, and areas of strengths of implementing home-schooling.
- Recommend the appropriate and effective relevant interventions and strategies for scale-up of home-schooling both humanitarian and development context.

**Scope:**

The study will focus on the implementation of the home-schooling based in project area. The study will be carried out in four working R/Municipalities of Jajarkot (2), Dailekh (1) and Kalikot (2) districts under Karnali Province.

It will assess the effectiveness of the home schooling. It will identify effective activities, good practices, challenges, lessons learnt and effective relevant strategies for scale up of home schooling from the home-schooling implementation, which will be used to inform further scale up and strengthen ways of working in the SAHAYATRA- II and this will be also shared with government to review and revise the home-schooling guideline.

**4.2 Intended Audience and Use of the Study**

The primary audience of the study are Save the Children Nepal, partner organizations, schools, home-schooling implemented households, local governments, provincial and federal government, civil society organizations working on education. The study will support to conduct home-schooling effectively, and support in its scale up at local to federal level based on research findings. Likewise, this will also support to review the home-schooling guideline of Ministry of Education Science and Technology (MoEST)/Centre for Education and Human Resource Development and provide relevant recommendations to improve further.

Stakeholder	Further Information
Project donor/member	NORAD
Primary implementing organisation	Save the Children Nepal Country office
Implementing partners	KIRDARC, SOSEC, PTYSM, Everest Club and HRDC
Government stakeholders	Schools Local governments Province governments Federal governments Universities
Local/International development/	Plan Nepal Unicef World Education World Vision

**4.3 Key Study Questions**

The key research questions are as follows (but not limited to them):

The key research questions are as follows:

- I. What intended/ unintended changes are brought by the home-schooling interventions to enhance children learning performance?
- II. Are implemented activities effective or non- effective Why/ How? and what alternative activities can be recommended to enable an effective learning environment at home, community and school level in emergency and development context?
- III. What are the key gaps, challenges and lesson learnt while implementing the home-schooling activities in the households?
- IV. What are the appropriate and effective relevant strategies for scale-up of home schooling?
- V. What is the feasibility, appropriateness and acceptability of the program?

- VI. What are the differences in the outcomes achieved by different groups of children by various disaggregation e.g. gender, ethnicity etc

## 5. STUDY METHODOLOGY

- A mixed method/approach will be applied in this study, and this will cover the four working R/municipalities of Jajarkot, Dailekh and Kalikot districts of project working areas.
- The overall task will be conducted by an external and independent consultant / consultancy firm or academia in an objective manner. However, Save the Children and local partners will be actively involved in and contributing to the process of this action research.
- The consultant will work out the design and methodologies in detail within the broad framework of mixed method/approach and will agree with the education technical team and MEAL department.
- Particularly, in-depth interviews with key informants, focus group discussions, surveys with home schooling children and parents/teachers and observation tools will be used as information collection tools. School at home teachers, Head Teachers/ teachers, Students, Parents of selected households in the project R/municipalities will be purposively selected and engaged as mentioned in the below table (5.2);
- The respondent for the study will be selected as per mentioned in the below table.

### 5.1 Study Design

- The study will follow the mixed-method research design. Particularly, in-depth interviews with key informants, holding focus group discussions and observation tools will be used as information collection tools. School at home teachers, Head Teachers/ teachers, Students, Parents of selected households in the project R/municipalities will be purposively selected and engaged as mentioned in the below table (5.2);

### 5.2 Sampling

Random sampling methods will be used to select for the survey and purposive sampling methods will be followed for KII and FGD and observation techniques of survey.

Sample Size:

S.N 0	Activities	Respondent	No. of Event	District/Ward
1	KII	Home schooling teachers	12	3 in each palika
2	KII	Head teachers	12	3 in each palika
3	FGD	Teachers	4	One in each palika
4	FGD	Parents except home teachers	12	3 in each palika
5	FGD	Local elected representatives	4	One in each palika



6	KII	Education section officer of R/municipality	4	One in each palika
7	Children Group Consultation	Students	4	One in each palika
8	Home schooling Classroom observation	Observation	12	3 in each palika
9	Survey with the children engaged in home schooling	Children	200	50 from each palika
10	Survey with the parents/home teachers	Parents/home teachers	200	50 from each palikas

Note: the quantitative data will be collected by the concern SMOs of the local level.

### 5.3 Data Sources and Data Collection Methods / Tools

Save the Children Nepal will provide access to relevant programme documentation on the home-schooling Implementation approach in particular, and the SAHAYATRA II/KIRAN programme in general.

The consultant will collect information and required data from four R/municipalities of project area of Karnali Province. For primary data collected from participants and stakeholders, it is recommended to use survey, KII, FGD, checklist and observation method. Separate data collection tools and guiding questions should be developed for each stakeholder group. The tools should be developed by consultant in coordination with SCI program and MEAL team. Save the Children will provide the analysis and reporting guidance.

### 5.4 Ethical Considerations

It is expected that this study will be:

- **Child participatory.** Where appropriate and safe, children should be supported to participate in the evaluation process beyond simply being respondents. Opportunities for collaborative participation could include involving children in determining success criteria against which the project could be evaluated, supporting children to collect some of the data required for the evaluation 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>1</sup>

<sup>1</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.

- 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.

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.
- Take ethical approval from authorized organization to publish the article.
- 

The study team is required to adhere to the Save the Children Child Safeguarding; Protection from Sexual Exploitation and Abuse; Anti-Harassment, Intimidation and Bullying; and Data Protection and Privacy policies throughout the assignment/study.

## 5.5 Known Limitation

The consultancy firm has to move to field to collect primary information through observation, survey, KII and FGD. The interview through virtual mode would not be possible in the context of Karnali. At the same time, the consultant has to follow the safety measures of children and parents amid the COVID-19 situation.

## 6. EXPECTED DELIVERABLES

The researcher will have to travel to three R/Municipalities, i.e. Tilagupha Municipality of Kalikot, Gurans RM of Dailekh and Chhedagad Municipality of Jajarkot. He/she should have to conduct observation, KII, FGD and interview to develop a research report on home schooling. The contract period is from 1<sup>st</sup> June 2023 to 10<sup>th</sup> August 2023.

### Deliverables and Tentative Timeline

Deliverables	Deliverables	Time Frame	Deadline
• Signing up contract and meeting with SCI about the research topic and further plans	<i>Contract signing</i>	1 day	1 <sup>st</sup> June, 2023
• Develop inception report, including break down/ detailing of research questions and a detailed methodology chapter and required tools for the study.	<i>Inception report</i>	10 days	10 June, 2023
• Field level data collection	<i>Data collection</i>	20 days	30 June, 2023

<ul style="list-style-type: none"> <li>Analysis of the data and prepare a draft report addressing the objectives of the study (not more than 25 pages).</li> <li>At least 4 relevant case studies/ descriptions of good practices</li> <li>The faced challenges and lesson learnt need to be well captured.</li> <li>The findings and concrete recommendations should cover regarding the home-schooling.</li> </ul>	First Draft report	20 days	20 July, 2023
Incorporate feedback and submit final report, four relevant case studies of best practice, along with electronic/hardcopy/transcribe dataset, two pager summary sheet including PPT presentation.	Final Report along with dataset	20 days	10 August , 2023
<b>Total</b>		<b>70 days</b>	

## 7. REPORTING AND GOVERNANCE

The consultant will have to submit inception report with advance request after signing of agreement by 10 June 2023. The consultant will communicate and report to Technical Manager – Education at SCI field office Surkhhet.

## 8. STUDY MANAGEMENT

The key deliverables and timeline have been included above in the Expected deliverables section.

## 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.

### 9.1 Understanding of Requirements and Experience

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

#### Essential-

- Conducted at least three studies/researches in the field of education particularly accelerate learning programs and/or pedagogical practices and/or curriculum and/or out of school learning programs and/or stakeholders' engagement in children's learning and quality learning framework of education. (Evidence should be shared either softcopy or links)
- The team leader should have master's degree in education /international development / social sciences, or in related discipline.

#### Preferred

- Conducted ethical and inclusive studies involving marginalised, deprived and/or vulnerable groups in culturally appropriate and sensitive ways.

- Managed and coordinated a range of government, non-government, community groups and academic stakeholders.
- Experience of study in both humanitarian and regular development context.
- Strong written skills in English and Nepali languages with 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 (Reference from NGOs/INGOs of the previous work)
- 5 years of experience of organization/team leader in leading education related project/s.

## 9.2 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 any other applicable costs **including the cost for ethical approval.**

## 10. SCHEDULE OF PAYMENT

The following payments will be made to the consultant using and agreed mode of payment.

- Upon approval of inception report and tools: [40%]
- Upon approval of final study report: [60%]

Note: Tax will be deducted as per the government rule.

## 11. PROPOSAL REVIEW/SCORING CRITERIA

S. N.	Major topic	Score weightage
1	<p>Conducted studies/researches in the field of education particularly accelerate learning programs and/or pedagogical practices and/or curriculum and/or out of school learning programs and/or stakeholders' engagement in children's learning and quality learning framework of education.</p> <ul style="list-style-type: none"> <li>• Conducted more than 5 Researches/studies</li> <li>• Conducted 5 searches/studies -</li> <li>• Conducted 3-4 researches/ studies-</li> </ul> <p>Evidence – Either soft copy report or links to report or articles.</p>	
2	<p><b>Team leaders' academic qualification.</b></p> <ul style="list-style-type: none"> <li>▪ PhD in education, international development, social sciences, or a related discipline.</li> <li>▪ M.Phil. in education, international development, social sciences, or a related discipline.</li> <li>▪ Master's degree in education, international development, social sciences, or a related discipline.</li> </ul>	
3	<ul style="list-style-type: none"> <li>▪ Conducted ethical and inclusive studies involving marginalised, deprived and/or vulnerable groups in culturally appropriate and sensitive ways.</li> </ul>	

	▪ Experience of study in both humanitarian and regular development context.	
4	<b>Understanding on TOR</b> (*excellent-clear understanding on ToR)	
5	A track record of open, collaborative working with clients (Reference from NGOs/INGOs of the previous work) <i>Positive experience or reference letter from NGOs/INGOs</i>	
6	<b>5 years of experience of organization/team leader in leading education related project/s.</b>	
7	<b>Interview</b> (For shortlisted bidder/s only) *Clear presentation and clear understanding as given ToR	
8	<b>Budget</b> (Price will be scored at inverse proportion method which means lowest price's bidder will score highest)	
<b>Total</b>		<b>100%</b>

## 12. HOW TO APPLY

### How to apply for the services

#### Proposal Submission Guideline/Required Documents

- *Proposal Submission Deadline- 22/May/2023*
- *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, 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 PAN/VAT registration certificate;*
  - *For Individuals (Foreign Nationals): Copies of passport and a valid visa/permit to work in Nepal.*

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 email to [nepal.proposals@savethechildren.org](mailto:nepal.proposals@savethechildren.org)