

Research on 'How participatory school management through the School Management Committees (SMCs) contribute to improved quality of education and safer learning environment'.

Terms of Reference for Research Report Development

PR399566

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

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

One of the interventions under the project is School Leadership and Management (SLaM) which was introduced as a pilot project in 14 schools of Gurans Rural Municipality, Dailekh from 2019. The overall objective of SLaM is to strengthen school leadership and management for improved quality of education. The intervention basically emphasizes participatory school-based management and leadership in basic education programming for strengthened and sustained impact of Quality Learning Framework (QLF)-based interventions targeting school improvement. Developmental Evaluation has been used for the first two years of the pilot to enable authentic and contextualized insights to arise throughout the project development journey, allowing Save the Children to identify, in a timely manner, emergent themes and address challenges that crop up, thereby continually adapting and improving the project as it progresses. The approach allowed programme participants to actively inform and take part of the development and design of the SLaM model, and the task team to develop, pilot, reflect on and refine the project model components. After the successful completion of the pilot, the SLaM interventions have been scaled up to 91 schools of Sahayatra working palikas in 2023.



To monitor the changes in the school leadership and management, Save the Children has followed different strategies like baseline and endline assessments and more in-depth effectiveness studies in a couple of areas, like qualitative research exploring 'how SMCs work most effectively in supporting and promoting school quality and safety'. The initial research was conducted in 2021 during the mid-term review of the project with the following objectives.

- 1. To explore whether the SMC work effectively in supporting and promoting school quality and safety.
- 2. To identify whether the interventions and good practices are being implemented by the SMC for supporting and promoting school quality and safety.
- 3. To identify key issues, challenges, and learnings to be used in influencing the local governments and SMCs to make them more accountable for working effectively and supporting and promoting school quality and safety.

The research in 2021 was conducted by the internal team of Save the Children. Based on the SLaM task team decision, the research is conducted and finalized by the external expert following the same objectives.

Objective

The purpose of this consultancy is to conduct comprehensive qualitative research on the role of the School Management Committees (SMCs) in supporting and promoting school quality and safety. The report will be used for documentation of process and results, and to inform further interventions.

The objectives are:

Overall objectives are to explore and documentation: How have the SLaM interventions lead to improved capacity of school leaders, and what impact can we see from this on the quality of education and school safety? Further detailing of key research questions will be:

- 1. What are the major interventions carried out to build the capacity to the school leadership and management? Are these activities relevant and sufficient to enhance the capacity of school management and leadership team?
- 2. What are the significant actions taken by SMC after enhancing their capacity on leadership and management for quality education? Have the SMCs changed their practice in any way based on the inputs and capacity development by SC?
- **3.** What were the major learnings, key issues and changes that can be observed in schools after adopting the participatory school management model?
- **4.** How do the participatory school management actions/practices support safer quality education and safe and quality learning environment at school?

The consultant should develop a comprehensive report that presents and document changes identified, actionable insights and recommendations, derived from the data collection and analysis, with the purpose of enhancing the quality and impact of the SLaM interventions.

Location and official travel involved.

The consultant should visit Gurans to observe the changes brought by the leadership and management. S/he will have FGD and KII with school leaders and teachers in selected schools and with key education administrators from the local level government. It will also be expected that the consultant participates and observe 2 days' Lessons Learnt Workshop organized by SCI in Surkhet.

Services the Supplier will provide.

Develop the research report adhering to Save the Children's prescribed format and in alignment with the research Terms of Reference (ToR).

ToR for Consultancy Service Providers and Freelancers – version February 2019



Methodology will primarily be desk-review of following documents:

- 2021 case study with supporting documents.
- 2023 case-study data-collection (October 2023) documents (addressing 4 research questions above).
- SLaM Pilot schools qualitative endline data, collected in September/ October 2023.

For additional data-collection, the consultant is expected to participate in "SLaM lessons learned workshop" (tentatively early mid-December), and closely collaborate with SLaM Task Team members available in Surkhet. The consultant should also, visit Gurans to observes changes in the schools and validate preliminary analysis. It is recommended that two schools are visited.

Experience and skill set required.

- Minimum five years' experience of qualitative research in Education sector
- Good knowledge and understanding about education and school leadership programming.
- PHD in Education/ social sciences, or other related disciplines
- An excellent command of the English language written, spoken and oral.
- Depth understanding of contemporary issues of Education in context of Nepal.

Expected Deliverables

SCI expects the following deliverables to be provided:

S.N.	Deliverables	Delivery date (Tentative)	Comments from	Description
1	Sign Agreement and contract	5 December 2023	Procurement Department	Finalization of the procurement process, budget negotiation and signing of Agreement paper
2	Introductory meeting and Orientation	6 December 2023	Project technical team	Orientation and meeting with the project teams
3	Share Project documents	6 December 2023	Program team	SCI technical team will share the relevant project documents including the first research report
4	Participate in the lesson learnt workshop	8-9 December 2023	Consultant	In Surkhet
5	Field visit	10-12 December 2023	Consultant	As mentioned above
6	Research report writing - Draft	Third week of December 2023	Consultant	
7	Feedback from SCI	Third week of December 2023	SCI team/SLaM Task team	
8	Final reporting	25 December 2023		



Timeline

Estimated Commencement Date: 5 December 2023

Estimated End Date: 25 December 2023

Scope of work of facilitator:

Visit at least 2 selected schools purposively, interact with the Head Teachers and SMC chairs, and observe
the school and the documents. The sample size will be as mentioned below:

SN	Activity	Units	Remarks
1	KII with Head teachers	2	
2	KII with SMC Chairs	2	
3	KII with the Chairperson of Gurans Rural Municipality	1	
4	KII with the heads of education	1	

- Thoroughly review and analyse data from project working areas to evaluate the impact of SLaM interventions.
- Conduct comprehensive desk-based analysis to assess the efficacy of interventions.
- Develop a research report that provides actionable insights and recommendations derived from analysed data to enhance ongoing SLaM interventions' quality and impact.

Status updates/reporting:

As per the delivery schedule, cconsultant will work closely and directly report to Technical Manager- Education in Surkhet field office.

Payment information

100% payment after completion of the task.

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

How to apply for the services

- 1. Proposal Submission Guideline/Required Documents
- Proposal Submission Deadline- 04/12/2023
- Required Documents-
 - Filled out Consultancy Proposal Form (enclosed with this ToR)
 - o 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.
 - o 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.

ToR for Consultancy Service Providers and Freelancers – version February 2019



Proposals should be submitted to the following address [The proposals can be dropped at the Reception of Save the Children office]:

Procurement Coordinator-Sourcing
Supply Chain Department
Save the Children, Field Office
Itram Surkhet
<Only for sealed proposals>

Or via email to <u>procurementmfwfo.nepal@savethechildren.org</u> <Only for email proposals> The deadline for responses is: The deadline for responses is 4 December 2023.



Selection Criteria: -

S.N.	Major Topic	Score Weightage
1	Academic qualification and professional expertise Experience in subject matter	
	A- Academic Qualification	
	PHD in education –	
	MPhil in education –	
	Below MPhil -	
	B- Experience	
	More than 5-years working experience on conducting educational research –	
	3 to 5 years working experience on conducting educational research –	
	below 3 years working experience on conducting educational research –	
2	Understanding of the ToR	
	Strong - %:, Good: % , Satisfactory: %	
3	Work Plan- Timing and Detailing	
	Excellent: %, Good- %:, Poor: %	
	Sustainability Criteria	
5	Working experience on Karnali Province	
	Yes -	
	No -	
5	Budget	
	Total	100



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;
 - 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
 - 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. 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 antiharassment, 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 "<u>world in which every child</u> <u>attains the right to survival, protection, development and participation</u>". 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 <u>Global Compact</u>¹ ("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.

¹ 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 <u>Part 6</u>).
- 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
 - o Anti-Harassment, Intimidation & Bullying Policy
 - o Fraud, Bribery & Corruption Policy & Procedure
 - Child Safeguarding Policy

1 - KEY PRINCIPLES

1.1 1.2	Obey all applicable international and local laws, legislation, and regulations Elevate Social, Economic and Environmental Sustainability to the core of your decision making and ways of working	All Standards
1.3	Promote diversity, inclusion, and equality in ways of working, decision-making and treatment of staff	
1.4	Employ staff of an appropriate age	
1.5	Pay all staff fairly and reasonably	Classification
1.6	Employ staff on a voluntary basis, with freely agreed documented terms of employment	<u>Standard 2 -</u> <u>Labour</u>
	Be a responsible employer, treat staff fairly and protect their health and safety	
1.7 1.8	Ensure that workers and employees have a voice and are given the freedom of association	
1.9	Grant staff the rights afforded under national and international Human Rights acts	Standard 3 –
1.10	Ensure all staff are treated with dignity and respect	<u>Human</u> <u>Rights</u>
1.11	Minimise environmental impact (including waste, energy, emissions and water) as	Standard 4 -
1.11	much as possible	<u>Environment</u>
1 1 2	Adhere to the highest standards of moral and ethical conduct	

		<u>Standard 5 – </u>
1.13	Adopt a zero-tolerance approach towards fraud, bribery and corruption	<u>Ethical</u>
		<u>Conduct</u>
1.14	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	
1.15	Act against all allegations and reports of exploitation, abuse, harassment, and any	Standard 6 –
	other form of misconduct	Safeguarding
1.16	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)	
		Standard 7
1.17	Protect and promote the land rights of communities, including indigenous people	<u>=</u>
		Community

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 LABOUR²

- 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.

² 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 wage³.
- 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 socioeconomic 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 standards⁴:

³ 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.

⁴ 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. CO2, N2O, 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 employee⁵.

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 CHILD6 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 Policy⁷ 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.

SC-C-1 (Version No. 3.0 / 2018)

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

⁶ 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.

⁷ 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
 - Whistleblowing: whistleblowing@savethechildren.org
 - Fraud: scifraud@savethechildren.org
 - Procurement Process / General: <u>procurement@savethechil</u>dren.org



Instruction and Template for PROPOSAL Submission

"Research on SLaM effectiveness for safe and quality education_" CRF No. PR399566

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):
 - 1st for CVs of Proposed Consultants listed in Section B, Part 2 below.
 - 2nd for technical proposal
 - 3rd 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

l.	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

F	Name Position Phone N E-mail	ı Number		: :	(Lanc	 lline)	(Mobile)
III. N	Major to	opics and s	ub-topi	ics for	proposal devel	opment		
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4.	please provide your understanding of ToR, proposed modality/approach, and work plan to conduct this assignment.
5.	Datail Work Plan to accomplish the assignment of new TOP
J.	Detail Work Plan to accomplish the assignment as per TOR
6.	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 –

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? • Save the Children's Terms and Conditions of Purchase • Save the Children's Child Safeguarding policy • Save the Children's Anti-Bribery and Corruption policy • Save the Children Human Trafficking and Modern Slavery policy. • Protection from Sexual Exploitation and Abuse Policy • Anti-Harassment, Intimidation & Bullying Policy • IAPG Code of Conduct • Global Fund Code of Conduct for Suppliers • The Data Protection Policy	
c)	Do you confirm that the company is not linked directly	

	or indirectly to any terrorism related activity, and does not sell any Dual-Purpose goods / services that may be			
	used in a terror related activity?			
d)	Do you confirm that you are not a prohibited party under applicable sanctions laws or anti-terrorism laws or provide goods under sanction by the United States of America or the European Union and accepts that SCI will undertake independent checks to validate this?			
e)	Do you confirm that you are not a prohibited party or on government blacklisting			
f)	Have you attached a Company Registration, VAT registration certificate; Tax Clearance FY 078/079.			