

MOMENTUM Country and Global Leadership - MCGL

DEVELOPMENT OF NEPAL SPECIFIC SMALL AND/OR SICK NEWBORN MODEL OF CARE FOR PILOT TESTING

PR96389

Terms of Reference (ToR)

1. 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, to focus them on achieving maximum impact for children.

2. Background information/context of the Project

MOMENTUM Country and Global Leadership (MCGL) is a five-year global project (2019-2024) funded by the U.S. Agency for International Development (USAID) to provide targeted maternal, new-born and child health, family planning and reproductive health (MNCH/FP/RH) technical and capacity development assistance (TCDA) to countries to facilitate countries' journeys to sustainable development. MCGL also aims to contribute to global technical leadership and learning, and USAID's policy dialogue for achievement of global MNCH/FP/RH goals through support to globally endorsed MNCH/FP/RH initiatives, strategies, frameworks, guidelines, and action plans.

In collaboration with Family Welfare Division (FWD), Ministry of Health and Population (MOHP) of Nepal, USAID/Nepal and national stakeholders, MCGL aims to support the review and adoption of the 2020 WHO Standards for improving QoC for SSNBs in health facilities leading to the development of a Nepal specific model of high-quality nurturing care for small and/or sick newborns.

Subsequently, the model will be tested to generate learning that will contribute to the scale up of improved care of small and/or sick newborns in Nepal.

To reach this milestone, MCGL is hiring a consultant expert firm to bring together 4 to 5 in-country subject matter experts led by a health systems and newborn health expert who will work closely with MCGL and other experts to propose a draft of the Nepal-specific Small and/or Sick Newborn model of care. This draft model will be validated with FWD and stakeholders through validations workshop(s) and thereafter finalized during the national consultative workshop in a larger platform with national and international stakeholders.

2.1 General Objective

The objective of this consultancy is:

- To develop a Nepal-specific SSNB level II model of care and implementation guidance document for pilot testing at FWD approved sites.

2.2 Specific Objectives

Objectives are grouped into four areas of focus: 1) preparations and development of Nepal-specific SSNB model of care; 2) validation and feedback integration of the SSNB model of care; 3) development of an implementation guidance document for the piloting of the model at FWD approved sites; and 4) documentation of the process.

Preparations and development of Nepal-specific SSNB Model of Care:

1. To review and utilize the information from the recent FWD and MCGL led desk review of current guidance documents in Nepal as they relate to the 2020 WHO Standards for improving QoC for SSNBs in health facilities
2. To review the WHO generic model of SSNB care (draft), WHO standards, including quality aims and measures and propose priority components and interventions for inclusion in a potential Nepal SSNB model of care
3. To consult with national and sub-national stakeholders, including relevant divisions within the Department of Health Services to discuss in-depth the proposed priority components and interventions and thereby ground it in the reality of current context. These consultations could include mini-workshops, vetting with level II and level III health workers and in-charges, palika and district leaders and global experts that MCGL will link them to
4. To collaborate with FWD and partners to propose a first draft of Nepal's SSNB model of care.

Validation and feedback integration of the SSNB model of care

5. To support FWD to lead a meeting to validate a first draft of the model at a meeting led by FWD and relevant stakeholders.
6. To incorporate feedback received from FWD and partners to develop an updated SSNB model of care ready for vetting in national consultative workshop in September 2022.
7. Support FWD to organize and facilitate the national consultative workshop on the proposed SSNB model of care.
8. Incorporate inputs received and submit a final version of the SSNB model.

Development of an implementation guidance document for the piloting of the model at FWD approved sites:

9. Develop an implementation guidance document for the piloting of the model at FWD approved sites after the validation of the first draft of the model by FWD.
10. Present the implementation guidance document during the national consultative workshop and incorporate inputs received and submit a final version of the implementation plan ready for pilot testing.

Process Documentation Plan

11. Create and/or adapt agreed upon qualitative process documentation tools and/or matrices, in collaboration with MCGL HQ and MCGL country office team
12. Early in the process, create a timeline which designates touch points where information will be collected about the process and work being undertaken.
13. Synthesize learning from process documentation into an agreed upon report with MCGL HQ and MCGL country office team

3. Methodology

Following the identification of the expert firm, MCGL will organize a first meeting wherein the firm will need to submit a more detailed implementation plan, including roles and responsibilities and timelines. The expert firm will also create and/or adapt agreed upon qualitative process documentation tools and/or matrices, in collaboration with MCGL HQ and MCGL country office team and create a timeline which designates touch points where information will be collected about the process and work being undertaken.

The consultant expert firm must build on the gaps and recommendations generated from the desk review. The firm will consult 4 to 5 subject matter experts at both the national and subnational levels to identify the standards and quality tools that can be prioritized in Nepal. These in-country subject matter experts must include one clinical expert (Pediatrician / Neonatologist / Neonatal Nurse) with experience working in level III and/or Level II facilities and remaining experts with mid or senior level experience in policies and programs in government and/or non-government sectors in the following areas:

1. VISION: political commitment, leadership, national plans	6. FUNCTIONAL NETWORK of care including referral system – to & from referral facility
2. FINANCING: adequacy, sustainability	7. DATA SYSTEMS: robust and effective use of data for QI
3. HUMAN RESOURCES: availability, capacity	8. LINKAGES of SSNC with quality maternal care (ANC, intrapartum, PNC) at all levels
4. INFRA-STRUCTURE: and design	9. FAMILY & COMMUNITY INVOLVEMENT
5. EQUIPMENT: procurement, maintenance	10. POST-DISCHARGE CARE: follow up care, at facility & home

Based on the inputs from the desk review and the subject matter experts, the firm must develop a draft for the Nepal specific model of Small and/or Sick Newborn care. This draft is to be presented to the FWD for validation and inputs/feedback/suggestions incorporated. An implementation

guidance document for piloting in selected sites will then be developed. The expert firm will support FWD to organize and facilitate a national consultative workshop on the updated proposed SSNB model of care and implementation guidance document. The drafts will be finalized with inputs obtained from the workshop and final drafts will be submitted. Finally, the consultant expert firm will synthesize learning from the process documentation into an agreed upon report with MCGL HQ and MCGL country office team.

(See [Annex 1](#))

4. Location and official travel involved

The consultant expert firm will work from his/her home or personal space and need not have to travel to SC offices. However, the experts will be expected to travel to a few FWD recommended level II and III facilities for consultations and inputs if required. Save the Children will not provide any space and the equipment for delivering these services. SC will not cover additional cost/expenses, other than mentioned in the contract, for the travel that might be required for the consultation with concerned stakeholders.

5. Estimated Timelines

The estimated working day for this assignment is 60 days, which is spread over 3-4 months from the day of contract. The consultant will perform the following activities during the consultancy period.

1. Consult with subject matter experts to develop a draft model of SSNB care (20 days)
2. Prepare and present the draft model of SSNB care to the FWD and other selected stakeholders for validation (5 days)
3. Receive feedback, incorporate feedback, prepare updated draft report (3 days)
4. Prepare and submit draft process documentation report (4 days)
5. Prepare an implementation guidance document for piloting based on the agreed Model of care (5 days)
6. Prepare Process documentation plan and submit to MCGL team (3 days)
7. Develop agenda and prepare plans for interactive sessions, including prepare power point presentation of the updated draft model, to facilitate and present during national conference in September 2022 – (10 days)
8. Incorporate feedback from national conference into a final draft (5 days)
9. Finalize Process Documentation and submit (5 days)

6. Expected Deliverables

The consultant will provide following deliverables:

S.N	Deliverables/Outputs	Description	Format and style	Timeline
1.	Detailed implementation plan	Implementation plan with roles, responsibilities, timeline and milestone	MS Word or any other relevant software	Within 7 days from contract
2.	Draft Framework of SSNB Model of Care	Submit the first draft framework of how the	MS Word	Within 15

		model of care document looks like		
3.	Draft report on the Nepal specific SSNB model of care	Zero Draft report for MCGL Team to be reviewed internally	MS Word	Within 30 days from contract
4.	2nd Version of the report after 2 nd Stage in the Annex 1	2nd version of the draft to be submitted to MCGL for internal review	MS WORD	Within 60 days from contract
5.	Power point presentation on the updated model of SSNB care	The presentation is to be presented in Validation workshops with FWD and stakeholders	MS PPT	75 days of contract
6.	SSNB Model of Care V3 and implementation guidance	V3 report after addressing the comments and feedback from validation workshops	MS Word	Within x 90 days of contract
7.	V4 Report SSNB Model of Care	V4 Report after incorporating feedback from National Workshop for internal review	MS Word	Within 105 days of contract
8.	Final Version of the SSNB Model of Care	Final Version of the document ready to be rolled out in pilot sites	MS Word	Within 120 days of contract
9.	Final Power Point Presentation ready to be rolled out in pilot hospitals	The presentation will be used in pilot sites for orienting the staff of SSNB model of care	MS PPT	Within 120 days of contract
10.	Process Documentation Report (with accompanying data collection tools as annexes)	This report will describe the steps and learning from each step in the creation of the SSNB model of care	MS Word	

7. Status updates/reporting

The consultant is expected to provide the updates/share the progress of consultancy work on a weekly basis with Save the Children. If required, both parties will fix a weekly meeting where both parties discuss on the progress and plan for the following/next week. The proposal should have the contact details of first point of contact or the team lead from the agency.

The consultant will report to MCGL Team in Nepal.

8. Acceptance

Save the Children have the rights whether to accept the deliverables submitted by the consultant.

9. General assumptions and dependencies

Role of SCI:

1. To provide desk review findings and gaps/recommendations
2. To approve the in-country subject matter experts identified by the expert firm
3. To review the draft of the Nepal specific model of SSNB care prior to validation with FWD and key stakeholders
4. Logistics arrangements and support for conducting the meeting/workshop with FWD and key stakeholders
5. Logistics arrangements and support for conducting the national consultative workshop with larger expert groups

Role of the Consultant:

To prepare high-quality, timely deliverables*, as outlined:

1. Identification and listing out the in country subject matter experts related to the model of SSNB care.
2. Go through the gaps, opportunities and recommendations generated by the desk review.
3. Arrange meetings with in-country subject matter experts at both national and subnational levels.
4. Prepare a first draft of the Nepal specific model of SSNB care that reflects the WHO model of SSNB care.
5. Present the findings with FWD and key relevant stakeholders during the meeting/workshop to seek their inputs and feedback.
6. Address the comments/feedback received from FWD and relevant stakeholder and MCGL team and prepare an updated draft of the model and implementation guidance document.
7. Prepare power point presentations for and lead the national level consultative workshop with larger expert group.
8. Prepare and submit final report and implementation plan.

*All deliverables are subject to MCGL/Save the Children review and approval prior to payment being made.

10. Other Important Information

This consultancy assignment will require close coordination/collaboration with the broader MCGL. If there are any changes to the scope of work, including timeline, the consultancy period may be amended accordingly after agreement between both the parties.

All contexts and products borne out from this consultancy would be the property of Save the Children and MCGL Project in full. No part of the product shall be used by consultant or any other for their personal gain.

11. Experience and skills set required – Team Leader

Following experience and skills are expected from the consultant.

1. Advanced degree, with a minimum of a Master's degree in Public Health, Pediatrics, Obstetrics and Gynecology, Epidemiology or a related field.
2. Peer-Reviewed publication, preferably in the field of maternal, neonatal and child health
3. Minimum of 3 years of experience in working in newborn health programs

4. Proven evidence of knowledge on the health system of Government of Nepal

Preferred skills set:

5. Ability to work constructively with different stakeholders in a strictly defined timeline.
6. Proven evidence of strong writeup and presentation skills.
7. Excellent command of written and spoken English.

How to apply for the services

Proposal Submission Guideline/Required Documents

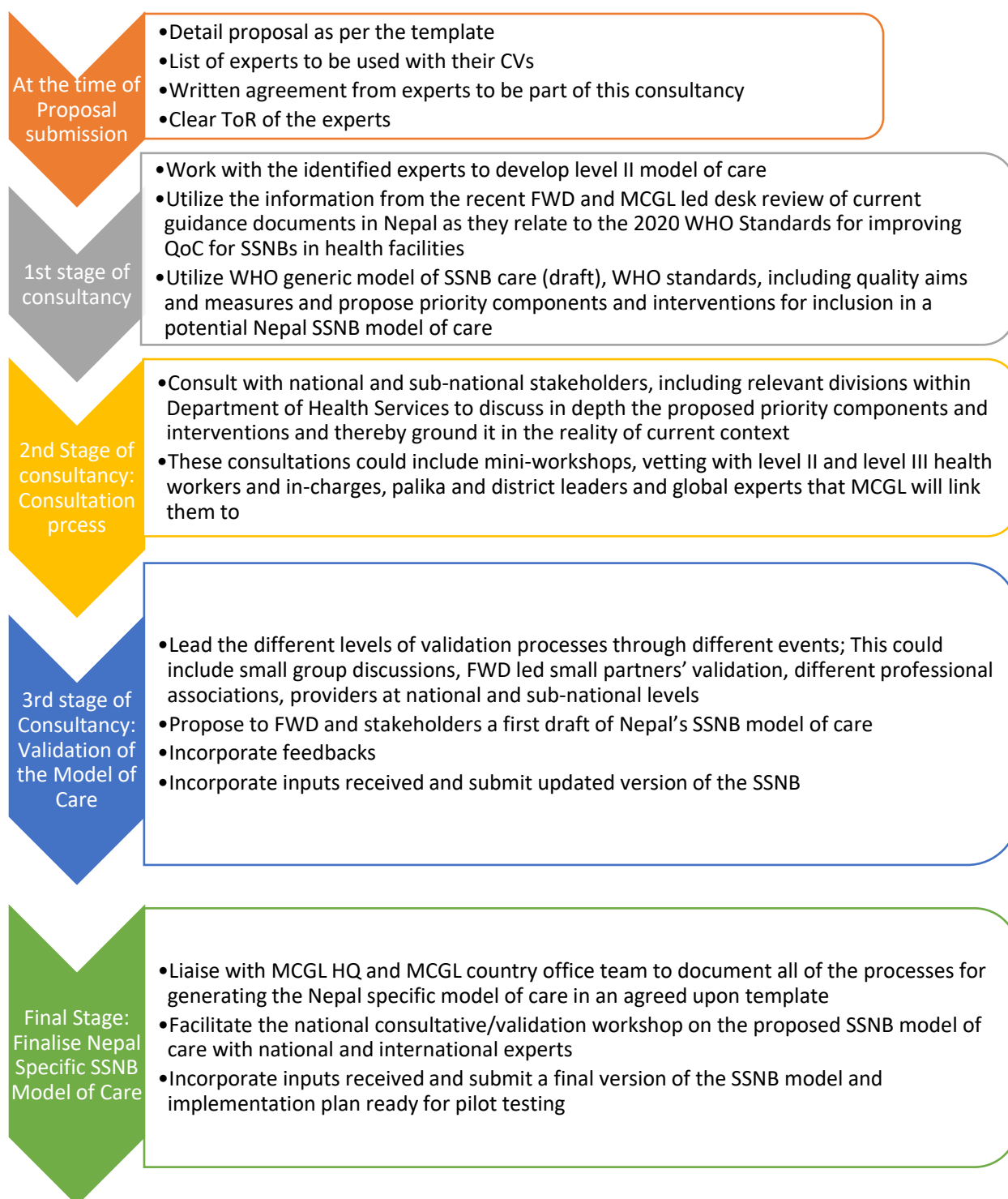
Proposal Submission Deadline- **5th June 2022**

- Required Documents-
 - Filled out Consultancy Proposal Form (enclosed with this ToR)
 - CV(s) of the proposed consultant(s) with full date of birth in dd/mm/yyyy format.
 - Copies of- Firm registration certificate, VAT registration certificate, Tax clearance certificate of FY 2077/078.

Proposals should be submitted via email to nepal.formalquotation@savethechildren.org

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

Annex 1



Date: 26th May 2022

Request for Proposal (RFP) Reference No: PR96389

Dear Sir/Madam,

Save the Children requests your submission of a proposal to provide goods/services in accordance with the conditions detailed in the attached documents. Save the Children intends to issue a contract for the following goods/services: consultancy assignment entitled “Development of Nepal specific small and/or sick new-born model of care for pilot testing”.

We include the following information for your review:

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

Your proposal must be received in the following format:

- Full completion of the “Consultancy Proposal Form” document in order that your proposal may be regarded as compliant. Those proposals not completed may be treated as void.
- Proposal to be submitted via email to nepal.formalquotation@savethechildren.org

The email subject should indicate “Proposal for PR96389 “Development of Nepal specific small and/or sick new-born model of care for pilot testing”.

Your proposal must be received at nepal.formalquotation@savethechildren.org not later than **5th June 2022** ("the Closing Date"). Failure to meet the Closing Date may result in the proposal / proposal being void. Returned proposals must remain open for consideration for a period of not less than 60 days from the Closing Date. Save the Children is under no obligation to award the contract or to award it to the lowest bidder.

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

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

Yours faithfully,

Asesh Baidya

Procurement Coordinator - Consultancy

Request For proposal

PART 1: PROPOSAL INFORMATION

Introduction

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

Provisional timetable

<u>Activity</u>	<u>Date</u>
Circulation of Request for proposal	26 th May 2022
Last day for bidders to send clarification questions to Save the Children	31 st May 2022
Last day for SCI to answer clarification questions to bidders	2 nd June 2022
Return of Proposals (Closing Date)	5 th June 2022
Award Contract	1 st July 2022
"Go-Live" with Supplier	1 st July 2022

Indicative information

Background

MOMENTUM Country and Global Leadership (MCGL) is a five-year global project (2019-2024) funded by the U.S. Agency for International Development (USAID) to provide targeted maternal, newborn and child health, family planning and reproductive health (MNCH/FP/RH) technical and capacity development assistance (TCDA) to countries to facilitate countries' journeys to sustainable development. MCGL also aims to contribute to global technical leadership and learning, and USAID's policy dialogue for achievement of global MNCH/FP/RH goals through support to globally endorsed MNCH/FP/RH initiatives, strategies, frameworks, guidelines, and action plans.

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Request For proposal

development of a Nepal specific model of high-quality nurturing care for small and/or sick newborns. Subsequently, the model will be tested to generate learning that will contribute to the scale up of improved care of small and/or sick newborns in Nepal.

To reach this milestone, MCGL is hiring a consultant expert firm to bring together 4 to 5 in-country subject matter experts led by a health systems and newborn health expert who will work closely with MCGL and other experts to propose a draft of the Nepal-specific Small and/or Sick Newborn model of care. This draft model will be validated with FWD and stakeholders through validations workshop(s) and thereafter finalized during the national consultative workshop in a larger platform with national and international stakeholders.

Award criteria

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

ESSENTIAL CRITERIA (Exclusion if not met)

Bidders must meet the following criteria:

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

Evaluation Criteria

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

Capability Criteria (Technical Proposal): 40%

S.No.	Major Topic	Weightage
1	Team Leader	40
	Experience of documentation of policy, strategy, guidelines, protocols or similar documents and its quality.	40
2	Subject matter experts	30
	Proposed Team composition is as described in ToR?	

S.No.	Major Topic	Weightage
A	If yes, the sub criteria for scoring will be as follows:	
	Average years of experience	10
	Experience working in policy level - government sector and / or non-government.	10
	Clinical expert with experience in Tertiary level centers.	10
3	Proposed Methodology	30
	Clear Understanding of ToR	10
	Timeline	10
	Quality assurance	10
	Grand Total	100
Note: The bidder shall secure minimum of 60% out of 100 to be eligible for commercial and sustainability evaluation.		

Presentation / Interview (for shortlisted bidder/s only): 10%

Sustainability Criteria: 10%

SN	Parameters	Weightage
1	Is the team member inclusive of gender composition?	10%

Commercial Criteria (Financial Proposal): 40%

Financial proposal will be scored in inverse proportionate basis.

PART 2: CONDITIONS OF PROPOSAL

1. Definitions

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

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

2. The Contract

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

3. Late Proposal submissions

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

4. Correspondence

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

5. Acceptance of Proposals

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

6. Alternative offer

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

7. Prices

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

8. No reimbursement of proposal expenses

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

9. Non-Disclosure and Confidentiality

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

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by SCI by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without SCI's prior written consent, for any purpose except that of quoting for business from SCI;
- not disclose the Confidential Information to third parties without SCI's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to SCI;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify SCI immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

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

11. Information and Record Keeping

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

12. Anti-Bribery and Corruption

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

13. Child Protection

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

14. Human Trafficking and Modern Slavery

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

15. Exclusion Criteria

Any Bidder is required to confirm in writing that:

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

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

16. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

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

17. Assignment and novation

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

PART 3:TERMS AND CONDITIONS OF PURCHASE

1 Definitions and Interpretation

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

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

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

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

3 Compliance and Ethical Standards

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

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

3.3 The Supplier is taking reasonable steps (including but not limited to having in place adequate policies and procedures) to ensure it conducts its business (including its relationship with any

contractor, employee, or other agent of the Supplier) in such a way as to comply with the Mandatory Policies, and shall upon request provide the Customer with information confirming its compliance.

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

4 Delivery / Performance

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

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

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

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

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

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

5 Indemnity

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

6 Price and Payment

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

7 Termination

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

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

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

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

8 Supplier's Warranties

8.1 The Supplier warrants to the Customer that:

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

9 Force majeure

9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

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

10 General

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

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

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

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

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

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

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

PART 4: SAVE THE CHILDREN'S CHILD SAFEGUARDING POLICY

Our values and principles

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

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

What we do

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

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

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

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

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

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

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

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

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

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

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

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

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

Our values and principles

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

What we do

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

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

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

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

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

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

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

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

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

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

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

You are obliged to:-

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

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

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

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

1. Our values and principles

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

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

2. What is human trafficking and modern slavery?

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

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

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

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

- UK Modern Slavery Act 2015 (see above);
- US Trafficking Victims Protection Act 2000;
- USAID ADS 303 Mandatory Standard Provision, Trafficking in Persons (July 2015); and
- International Labour Standards on Child Labour and Forced Labour.

3. Our approach to preventing human trafficking and modern slavery

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

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

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

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

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

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

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

4. The commitment we expect from commercial partners

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

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



PART 7: CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS

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

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

Code of Conduct for Suppliers:

Goods and services are produced and delivered under conditions where:

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

Environmental Standards:

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

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

Business Behaviour:

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

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

Qualifications to the statement

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

Disclaimer

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