

RFQ-IST-2021-0194
TERMS OF REFERENCE FOR BPRM HTY PROJECT EVALUATION

1- BACKGROUND

Save the Children Turkey, in partnership Antakya Municipality has been implementing a project entitled, “ *No Lost Generation: Increasing Educational Access and Retention Amongst Syrian and Host Community Adolescent Girls and Boys in Hatay, 2020-2022*”. The project will be completed in September 2022. The main goal of the project was Syrian and host community adolescent girls and boys at risk of dropout have increased access to and retention in the formal education system.

SC will implement this project in direct partnership with the Antakya Municipality, with whom this project was designed and which provided a Letter of Support (Los) for the project. The Antakya Municipality is not currently delivering programs of this scale or targeting Syrian refugees; thus, by investing in their capacity to deliver social services which are within their mandate, including for Syrian refugees, this project will contribute to the expansion of sustainable services for Syrian girls, boys, women and men in Hatay. SC designed this implementation modality in an effort to mitigate operational access challenges that many NGOs experience in Hatay. The majority of project interventions will be delivered by the Municipality, with direct coaching and mentoring from SC staff. SC will directly deliver interventions requiring substantial procurement and the provision of cash grants. Based on learning from past projects implemented in collaboration with Municipalities (including SC’s current PRM non-Syrian project in Istanbul), this project will pilot an innovative blended project staff structure to ensure quality of interventions as well as the transfer of technical knowledge to the Municipality.

The implementation aimed to change assumes that if a child’s need for educational assistance is met and their protection concerns are addressed, including those stemming from the household’s economic situation, then they will be at reduced risk of school dropout. In the project design, education interventions serve as an entry point for identifying and meeting children’s other needs and risks, in particular for protection services. In addition to establishing referral pathways to and from external actors, the project will ensure effective referral pathways within the project teams, so that children taking part in educational activities who have protection concerns are referred to the project’s CP team for assessment. Similarly, families of children identified as having a risk for school dropout and/or a protection concern related to the household’s economic situation and who meet the established vulnerability criteria, will be referred to LH interventions aimed at increasing household income.

It should be noted that several critical developments took place during the implementation, including but not limited to Covid-19 outbreak. And most activities had to be held online instead of face-to-face.

2- SCOPE OF WORK

a) Characteristics, Type and Quantity of the Work	Save the Children requires a company for project evaluation
b) Location of the Work	The requested service will take place in Save the Children Hatay Office.
c) Beginning Date of the Work	The requested work will begin after the evaluation has been completed by Save the Children Turkey Office.
d) Timeline of the Work	The evaluation is expected to start by 15th of June, and the field work should be completed by the beginning of July. The evaluation is estimated to be completed in 15-20 work days. The final report, including the integration of the feedback received from SC, must be submitted latest by 10th of August.

3- SUBMISSION OF BID

Quotations must be submitted latest by **17 June 2022, 17:00 (local time; GMT+2)** electronically to the below address. If the mail server does not allow you to attach all documents, you can send them in separate e-mails.

procurement.turkey@savethechildren.org

a) Documents to be Submitted

- Technical proposal (max. 7 pages) including the scope of work, tentative methodology, any revisions to the key evaluation questions, and tentative work plan.
- Financial proposal including a detailed budget breakdown of estimated costs (i.e. accommodation, plane tickets, translation).
- CV's and work permits (if applicable), and criminal records of the staff who will take part in the evaluation. If sub-contractors are going to be used, this should be stated in the supplier's bid in detail.
- If present, organisation's policies (i.e. Data Protection, Safeguarding/Childsafeguarding, PSEA, CoC)
- RFQ-IST-2021-0194 (must be signed and stamped)
- Copy of signed and stamped administrative and technical terms of reference (ToR-IST-2021-0194)

b) Request for Clarifications

We kindly request you to contact us @ procurement.turkey@savethechildren.org for any clarification request until **16 June 2022, 15:00 (local time; GMT+2)**.

4. EVALUATION CRITERIA

ESSENTIAL CRITERIA

Bidder must meet the following criteria;

- Bidder's main line of business activity shall be research or consultancy (SCI has the right to request further documentation such as trial balance).
- Financial statement of 2020 and 2021.
- Please provide the necessary documentation for proof of your registration in-country (Trade Registry Gazette, Chamber of Commerce Registration, Tax Documentation, Circular of Signature for signatory person for the offer submitted).
- Full compliance with SCI standard policies (Please sign and stamp the document namely SCI Policies and send it together with your proposal).
- Full compliance with the technical and administrative terms of reference. Please provide a confirmation letter and/or submission of signed and stamped ToRs.
- Offerors shall provide the CV of the key personnel for the requested services along with a cover letter and a detailed financial statement.
- Offers must be in USD.

CAPABILITY CRITERIA (50%)

- 3 references within the similar scope of work in the last 3 years with the document of the proof invoice, purchase order, contract etc. (preferably NGOs, international institutions, consulates) (10%).
- Invoices, proof of work etc. (completed in the last 3 years) that is equal to 150% of the submitted offers. Could be submitted as multiple documents. (10%)
- The quality of the technical proposal and compliance with the proposal that was requested by the Save the Children team. (30%)

SUSTAINABILITY CRITERIA (10%)

- The bidder demonstrates experience and understanding of local context and community. (5%)
- Bidder has incorporated sustainability into their project methodology. (5%)

FINANCIAL CRITERIA (40%)

- Proposals should be sent in a detailed breakdown. Proposals should be all inclusive (VAT and other costs shall be included and detailed) (%40).

5- TECHNICAL SPECIFICATIONS

GOAL: Syrian and host community adolescent girls and boys at risk of dropout have increased access to and retention in the formal education system

Objective 1: Syrian and host community adolescent girls and boys at risk of dropout access educational assistance to support their sustained learning and wellbeing.

Indicators:

- # of children (girls and boys) who are identified as at risk and referred to CP case management by education staff each month and receive services (Target: 30)
- # of children (girls and boys) regularly attending study groups (regularly is defined as on average at least 1x per week for 12 weeks) (Target: 500)
- # of children (girls and boys) enrolled in school as a result of project interventions (Target: 40)
- # of individuals (male and female) attending awareness raising sessions on education-related topics such as enrollment and exam requirements (Target: 300)
- # of adolescent girls and boys newly enrolled in apprenticeship high schools (VCs) (Target: 30)
- # of adolescent girls and boys taking part in Skills to Succeed (S2S) training (Target: 100)
- # of adolescent girls and boys receiving information and guidance on non-formal and formal educational opportunities available to them (Target: 120)

Objective 2: Syrian and host community adolescent girls and boys at risk of dropout due to child protection (CP) concerns have increased access to quality protection services.

Indicators:

- % of beneficiaries (girls and boys) who report an improved sense of safety and well-being at the end of the program (Target: 70%)
- # of staff (male and female) trained in recognizing and responding to protection incidents and concerns (Target: 50)
- # of CP cases referred, assessed and registered for case management services (Target: 325)
- % of registered cases which are resolved in line with the case management plan (Target: 70%)
- # of youth participating in the implementation of their designed community projects (Target: 20)
- # of adolescent girls and boys, and young men and women, including caregivers, receiving specialized MHPSS services (Target: 100)

Objective 3: Families of Syrian and host community adolescent boys and girls at risk of dropout due to economic constraints have increased ability to generate income.

Indicators:

- # and % of program participants, disaggregated by gender and population (refugee, national) who self-report increased income by end of program period as compared to the pre-program baseline assessment. (Program participants includes individuals receiving cash grants) (Target 80%)
- # and % of beneficiaries who completed vocational and/or entrepreneurship trainings and received cash grants started their own businesses (i.e., small business, home based micro-enterprises) (Target 80%)
- # of beneficiaries receiving cash assistance, disaggregated by gender and age (Target 80)
- # of individuals (male and female) who complete entrepreneurship training (Target: 120)

1. Objective of the Evaluation

The desired evaluation is an Outcome Evaluation, designed as an end-of-project analysis. The results are expected to cover the achieved short-term and/or medium-term effects of the intervention. The findings should cover the main causes of short-comings, achieved targets/results, determine to what extent the aimed output and outcomes were achieved, and to learn from the implementation strategies, processes and challenges encountered.

1.1. Key Evaluation Questions

The evaluation design is expected to address the below DAC criteria, and research questions at a minimum:

1.1.1. Relevance

- i. To what extent has the project reached the most vulnerable and at risk children?
 - i. What was the stakeholders' role in the alignment of the beneficiary populations and selection criteria?

- ii. To what extent has the project taken people's different needs into account according to age, gender, disability, and population groups (primarily Syrian and Host communities)?
 - i. How was the project or program adapted to meet those different needs?
- iii. To what extent were joint meetings, supervision workshops and capacity building trainings, were relevant to partner's staff need in strengthening their knowledge and responses to protection incidents.

1.1.2. Effectiveness

- i. Did Save the Children and its implementing partner implement the project as planned, if not, what were the underlying reasons/factors?
 - i. Has the project adapted to covid-19 adequately? Assess to what extent have the adaptations (i.e. virtual implementation) fulfilled the project's and beneficiaries' needs.
- ii. Has the beneficiary population and target groups selected and/or revised effectively to meet the needs of the communities?
 - i. Were there other demographic groups that could/should have been included?

1.1.3. Impact

- iii. Assess the change/real difference the intervention made in the lives of the beneficiaries.
- iv. To what extent were the project objectives achieved, what were the factors contributing in achievement and non-achievement.

1.1.4. Sustainability

- i. Will the changes caused by the project continue beyond the life cycle of the project?
- ii. Was the project design and partnership appropriate and managed effectively?
 - i. Has the project or programme improved the stakeholders'/SC's knowledge and programming to deliver results at scale?
 - ii. Has the project improved the awareness of stakeholders on protection principles, rights, and risks faced by the affected populations?
- iii. Has the transition plan been prepared in participating manner? How can Antakya Municipality take over to continue the activities after SCI leaves?

1.2. Scope of Services

The evaluation will cover the affected population, including all targeted refugee communities, residing in Antakya, Antakya. The evaluation should be as inclusive as possible in reaching relevant stakeholders (local authorities, stakeholders, etc.) while inclusion of children and youth is a must. Data collection should be done from the community center and the interview team should be at the center throughout the whole process. In cases where it is necessary to be in the field, secure server and assets etc. should be provided, if not, will be provided by SCI.

2. Evaluation Design & Methodology

The evaluation will be conducted externally by an independent firm, the hired researcher/team member is expected to assume the role of team leader. While SC will be facilitating access to the field, the contracted firm is expected to rely on their network if large scale field work is proposed.

The evaluating firm is expected to draw the frame of the methodology for the evaluation, expand or restrict (with justification) the key evaluation questions. The firm should keep the below considerations in mind when submitting their design:

- All project materials will be provided for desk review. The initial methodology set can be revised following the desk research upon consultation with SC.
- Mixed methods approach is desired for this study. The quantitative aspect is expected to be limited to end line data collection, and to the tools used at the baseline phase which can be revised in line with the design proposed.
- Qualitative sampling shall depend on the principle of saturation, hence fixed amount of FGDs and KIIs will not be favored, instead the evaluation firms are expected to submit a minimum and an evidence driven maximum number of FGDs/KIIs that may be conducted.
 - If control groups are going to be included in the design, the risk assessment needs to be approved by SC, particularly concerning children and youth participation.
- Separate FGDs will be conducted for boys and girls, women and men. Given that the project focuses on protection, no exceptions will be allowed for FGD recruitment. The age breakdown should be in line with the project's focus/selection criteria. The firm is expected to submit all procedures with the tools at the end of the inception phase, however FGDs should be further disaggregated by the below criteria at a minimum.
 - Population group where different nationalities should not be put together unless it is desired for research purposes, justification is provided, and no conflict is foreseen in light of the content
 - Age difference among the FGD participants should not exceed 5 years of age
 - The evaluating firm should ensure that CSG risks are mitigated, where a staff member is present outside the room, or coordinate with the SCI/partner teams to have focal points for children who wish to leave or need PFA.
- Child friendly methodologies should be used in all child FGDs; interviews or surveys cannot be conducted with children.
- The evaluation methodology has to account for SC's ethical considerations, particularly concerning child participation.
- KIIs can be conducted with stakeholders, staff, community leaders, and hard to reach population groups.
- Children's wellbeing is paramount. It should be noted that as it is a protection project, data collection is open to unexpected disclosure or report of sensitive information. Accordingly, the firm's staff needs to be prepared to identify and

intervene in case of disclosure during the evaluation, conduct internal referral where relevant, and abide by confidentiality principles. Mandatory Child Safeguarding, Identification & Referral trainings will be provided by SCI prior to data collection.

- If the evaluating staff are not fluent in Arabic, high quality interpretation should be arranged by the firm. Additional project staff or resources will not be dedicated to the evaluating team.
- Designated SCI staff will be conducting on-site monitoring during the evaluation, joining data collection at observation capacity.
- Field teams should consist of teams of two during the qualitative data collection, consisting of a woman and man if applicable. The research teams should be gender sensitive during the qualitative data collection, where the team should consist of women facilitating/note taking/translating in women's groups, and vice versa.
- Where applicable, all evaluation activities must comply with covid-19 mitigations set by SCI.

2.1. Presentation of the Results

v.

The evaluation firm should provide an inception report following the review of the secondary sources provided by SC before the field work, which articulates the evaluation design, and include the proposed methodology, sampling strategy, tools, team structure, and work plan. The field work will be being following the presentation of the inception report to the relevant Save the Children staff.

All complaints, any identified incidents or concerns of CGS, Code of Conduct, fraud shall be reported as identified in line with SCI policies.

The evaluation firm is expected to submit all means of verification (i.e. interview outlines/notes, consent forms, FGD notes) together with the final report.

The evaluation firm shall not have exclusive copyright of the report or storing privilege concerning the collected data.

3. Duration of the Evaluation

The evaluation is expected to start by 15th of June, and the field work should be completed by the beginning of July. The evaluation is estimated to be completed in 15-20 work days. The final report, including the integration of the feedback received from SC, must be submitted latest by 10th of August.

4. Hired Firm's Staffing Profile

- University degree in a relevant field (i.e. social sciences, statistics, social work, psychology)
- Proven track record in conducting quality evaluations (preferably in protection sector)
- Thorough knowledge of the implementation context/site
- Valid work permits to work in Turkey
- The research team should consist of staff fluent in Arabic and Turkish.

5. Organization, Roles and Responsibilities

SC staff will act as the advisory group during the evaluation process, and provide technical assistance (provision of the necessary documents and information, review of the evaluation design, methodology, tools). Practical assistance will not be provided (i.e. in-country travel, translation/interpretation, accommodation).

SC's facilitation of the communication between the hired firm and partner organization and beneficiaries, will be at a minimum/introductory level. The firm is expected to utilise their network in order to reach local authorities and/or other stakeholders, appointments will not be arranged on demand. SC will try to ease reach if possible, however the request should be established at the beginning of the evaluation and voiced on a timely manner.

5.1. Plan for Dissemination and Learning

The firm is expected validate the findings through validation meetins/sessions, and present to SC Turkey and partner organization teams at the end of the evaluation process. All additional activities concerning dissemination and learning will be undertaken by Save the Children.

6. Application Requirements

- Technical proposal (max. 7 pages) including the scope of work, tentative methodology and procedures elaborating on data collection strategy and data protection measures in place, key evaluation questions and an evaluation matrix, risk assessment, and workplan.
- Financial proposal including a detailed budget breakdown of all estimated costs (i.e. accommodation, plane tickets, translation). For profit organizations should state this budget line seperately
- If present, organisation's policies (i.e. Data Protection, Safeguarding/Childsafeguarding, PSEA, CoC)

CV's and work permits (if applicable), and criminal records of the staff who will take part in the evaluation. If sub-contractors are going to be used, this should be stated in the supplier's bid in detail.

1. Annex I. Logical Framework

Indicator * denotes a PRM standard indicator	Indicator type	Target # and/or %	Baseline # and/or %	How measured/ documented/collected
Goal: Syrian and host community adolescent girls and boys at risk of dropout have increased access to and retention in the formal education system				
% of targeted adolescent girls and boys who complete the regular academic year	Impact	Yr2: 70%	Yr2: N/A	Endline Evaluation
Objective 1: Syrian and host community adolescent girls and boys who are at risk of dropout access educational assistance to support their sustained learning				
1.1 # of children (girls and boys) who are identified as at risk and referred to CP case management by education staff each month and receive services*	Outcome	Yr2: 30 (18m;12f)	Yr2: 0	Referral forms
1.2 # of children (girls and boys) regularly attending study groups (<i>regularly is defined as on average at least 1x per week for 12 weeks</i>)	Output	Yr2: 500 (250m;250f)	Yr2: 0	Attendance registers

1.3 # of children (girls and boys) enrolled in school as a result of project interventions	Output	Yr2: 40 (20m;20f)	Yr2: 0	Endline
1.4 # of individuals (male and female) attending awareness raising sessions on education-related topics such as enrollment and exam requirements	Output	Yr2: 300 (150m;150f)	Yr2: 0	List of participants
1.5 # of adolescent girls and boys newly enrolled in apprenticeship high schools (VCs)	Output	Yr2: 30 (26m;4f)	Yr2: 0	Contract with employee sponsor; School attendance record
1.6 # of adolescent girls and boys taking part in Skills to Succeed (S2S) training	Output	Yr2: 100 (50m; 50f)	Yr2: 0	Attendance registers
1.7 # of adolescent girls and boys receiving information and guidance on non-formal and formal educational opportunities available to them	Output	Yr2: 120 (60m; 60f)	Yr2: 0	List of participants

Objective 2: Syrian and host community adolescent girls and boys who are at risk of dropout due to CP concerns have increased access to quality protection services

2.1 % of beneficiaries (girls and boys) who report an improved sense of safety and well-being at the end of the program*	Outcome	Yr2: 70%	Yr2: N/A	Mid-term/Endline
2.2 # of staff (male and female) trained in recognizing and responding to protection incidents and concerns*	Output	Yr2: 50 (25m;25f)	Yr2: 25	Attendance sheets; Pre-post tests
2.3 # of CP cases referred, assessed and registered for case management services	Output	Yr2: 325 (195m;130f)	Yr2: 0	Individual Protection Assistance (IPA)/CPIMS
2.4 % of registered cases which are resolved in line with the case management plan	Outcome	Yr2: 70%	Yr2: N/A	IPA/CPIMS
2.5 # of youth participating in the implementation of their designed community projects	Output	Yr2: 20 (10m;10f)	Yr2: 0	Attendance sheets; Community projects documents
2.6 # of adolescent girls and boys, and young men and women, including caregivers, receiving specialized MHPSS services	Output	Yr2: 100 (50m; 50f)	Yr2: 0	(Encrypted) Beneficiary database

Objective #3: Families of Syrian and host community adolescent boys and girls who are out of dropout due to financial constraints

have increased ability to generate income

<p>3.1 # and % of program participants, disaggregated by gender and population (refugee, national) who self-report increased income by end of program period as compared to the pre-program baseline assessment.* (<i>program participants includes individuals receiving cash grants</i>)</p>	<p>Outcome</p>	<p>Yr2: 64 (32m; 32f) Yr2: 80%</p>	<p>Yr2: N/A</p>	<p>Mid-term/Endline</p>
<p>3.2 # and % of beneficiaries who completed vocational and/or entrepreneurship trainings and received cash grants started their own businesses (<i>i.e. small business, home based micro-enterprises</i>)</p>	<p>Outcome</p>	<p>Yr2: 64 (32m; 32f) Yr2: 80%</p>	<p>Yr2: N/A</p>	<p>Endline assessment</p>
<p>3.3 # of beneficiaries receiving cash assistance,</p>	<p>Output</p>	<p>Yr2: 80 (40m;40f)</p>	<p>Yr2: 0</p>	<p>Bank transfer documentation</p>
<p>3.4 # of individuals (male and female) who complete entrepreneurship training</p>	<p>Output</p>	<p>Yr2: 120 (60m;60f)</p>	<p>Yr2: 0</p>	<p>Business Plans; Trainer Report</p>

Activities under Objective 1
1.1.1 Rehabilitate Municipality building to serve as Antakya Adolescent Access Point (SC).
1.1.2 Procure supplies (furniture, etc.) and equipment (computers) for Access Point (SC).
1.1.3. Recruit and train Education Officers and Assistants for the Access Point (Municipality with recruitment assistance from SC; Training provided by SC).
1.1.4. Community outreach and awareness raising of the services provided at the Access Point.
1.2.1. Update service provider mapping and meet with relevant actors, including DPOs, to establish referral pathways for in-school and OOS children, including CwD.
1.2.2. Train School Administrators, Counsellors and Teachers on identifying and referring students at risk of dropout to the Access Point and on targeting criteria.
1.3.1. Train Education and LH staff, School Counsellors, Administrators and Teachers on CP issues, including gender and disability considerations, and safe identification and referral of protection cases through established CP referral pathways (see Output 2.2) (to be completed in Yr1).
1.3.2. Provide refresher training for School Counsellors, Administrators and Teachers on CP issues.
1.4.1. Hold group information sessions at the Access Point and in communities for adolescents and parents on enrollment requirements, exam requirements, and other topics.

1.4.2. Produce child-friendly and accessible materials on how to stay safe online (to be completed in Yr1).
1.4.3. Disseminate information on education related topics and online safety through social media.
1.4.4. Provide individualized assistance to parents/caregivers to pursue educational options for their children, for example helping them contact schools or fill out enrollment forms.
1.5.1. Recruit and train 60 university students per year as volunteer tutors for study groups.
1.5.2. Contract teachers and provide training on child safeguarding, child protection, quality learning framework, teaching competencies (online & in-person), positive discipline & child friendly classroom management, social emotional learning, prevention of peer bullying, teacher wellbeing- including establishing teacher/peer learning circles
1.5.3. Develop criteria for tablet distribution to study group participants and procure tablets (procurement to be completed in Yr1).
1.5.4. Distribute tablets to participants as needed, and conduct post-distribution monitoring.
1.5.5. Contract and train transport provider in child safeguarding (SC).
1.5.6. Set up transport tracking system; install Point of Service on buses; print chip cards for children (SC).
1.5.7. Facilitate set up of an open study space, built on the principles of Fun, Safe and Inclusive.
1.5.8. Hold daily (Mon-Sat) sets of supervised study groups for specific subjects and grades.

1.6.1. Rehabilitate two physical spaces to serve as classrooms at the VC (to be completed in Yr1).
1.6.2. Identify potential employers for apprenticeships.
1.6.3. Assist 30 adolescents in enrolling in VC by linking them to employee sponsors and providing guidance on enrollment procedures and requirements.
1.6.4. Training of Trainers (ToT) for project staff on S2S approach
1.6.5. Deliver S2S course to 100 adolescent girls and boys
1.6.6. Provide educational counseling on nonformal and formal educational opportunities to 120 adolescent boys and girls
Activities under Objective 2
2.1.1. Develop a SoP between SCCs and the Municipality.
2.1.2. Hold regular coordination meetings with SCC.
2.2.1. Update mapping of service providers for girls and boys with protection needs .
2.2.2. Meet with key actors to agree upon CP case management referral pathways.
2.2.3. Train project staff on using the Inter-Agency Referral Form.

2.3.1. Participate in and/or lead monthly case management meetings.
2.3.2. Mainstream CP lens and activate CP referral mechanisms in the monthly case management coordination mechanism and promote the SCC and Municipality's attendance.
2.3.3. Provide training on CP principles, including best interest of the child, case identification, and communication with children, for interested NGOs, Municipality and SCC staff.
2.4.1. Establish Case Management System at Municipality (to be completed in Yr1).
2.4.2. Train Caseworkers on SOPs based on the S2P common approach, including safe identification, referrals, and steps to handle cases internally and follow up (to be completed in Yr1).
2.4.3. Caseworkers intake, assess and register cases and provide ongoing case management.
2.4.4. CP Coordinator provides ongoing technical supervision to caseworkers.
2.4.5. CP team representative takes part in monthly case management group meetings.
2.5.1. YLCs are formed with approximately 10 participants per committee with an agreed ToR (2 Committees per year).
2.5.2. Committee member workshops to discuss I support my friends approach, leadership skills, gender equality, disability inclusion, social cohesion, child safeguarding, CP and child rights.
2.5.3. Committee members form groups and design initiatives with mentorship from CP staff.

2.5.4. Once the group project design is complete, groups receive in-kind support, as needed (i.e. materials) and implement their projects.
2.6.1. Training of project staff (Psychologist and translator) on Adolescent Emotional Wellbeing Curriculum and PM+ approaches and adaptation of materials as needed (including translation and adaptation to online use if needed)
2.6.2. Delivery of Adolescent Emotional Wellbeing Curriculum to 4 groups of girls and boys (a total of 40 adolescents)
2.6.3. Delivery of PM+ sessions to 60 young men and women and caregivers
Activities under Objective 3
3.1.1. Develop vulnerability criteria for household selection, which will consider characteristics like if a child is at risk of child labor and willingness to take part in interventions, and communicate criteria to Caseworkers (to be completed in Yr1).
3.1.2 Identify individual beneficiaries from amongst households referred by Caseworkers through consultation with the family.
3.1.3. Develop individual LH action plans for each household.
3.2.1. Develop a ToR and procure services from expert trainers (to be completed in Year 1).
3.2.2. Translate training materials to Arabic and develop supplemental materials to address relevant topics that may be specific to selected beneficiaries (to be completed in Year 1).
3.2.3. Provide Entrepreneurship trainings face to face or online.

3.2.4. Assist beneficiaries enrolled in the training to fill out business plan and financial plan templates.
3.3.1. Form Review Committee to assess business plans, provide advice, and ensure that they meet the criteria for receiving a cash grant.
3.3.2. Assist beneficiaries in opening bank accounts.
3.3.3. Distribute cash grants to beneficiaries whose business plans meet requirements.
3.3.4. Provide ongoing business coaching.
3.3.5. Conduct post-distribution monitoring on a monthly basis.
3.4.1. Training of Trainers (ToT) for project staff to deliver S2S (overlap with Output 2.6)
3.4.2. Delivery of S2S course to 60 women and men
3.4.3. Enrollment of 60 women and men in language courses and certification exams
3.4.4. Assist beneficiaries to register with ISKUR.

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. Definitions and Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) **Agreement:** the document entitled "Agreement for the Supply of Services", between the Customer and the Supplier.
- (b) **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with Condition 16.6.
- (c) **Contract:** the contract between Customer and Supplier consisting of the Agreement, these Conditions and, where applicable, the Order. Should there be any inconsistency between the documents comprising the Contract, these Conditions shall have precedence unless otherwise stated in the Agreement or the Order.
- (d) **Deliverables:** all documents, products and materials developed by the supplier or its agents, contractors and employees as part of or in relation to the Services in any form of media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
- (e) **Force Majeure Event:** has the meaning given in Condition 15.
- (f) **Order:** The Customer's order for the supply of Services, as set out in the Customer's purchase order form.
- (g) **Services:** the services to be provided by the Supplier (or any part of them) as set out in the Order
- (h) **Specification:** any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

1.2 Interpretation. In these Conditions, unless the context requires otherwise, the following rules apply:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

- (d) Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Services

2.1 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

2.2 In providing the Services, the Supplier shall:

- (a) ensure that the Services and Deliverables correspond with their description in the Order and any applicable Specification, and that they comply with all applicable statutory and regulatory requirements;
- (b) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (d) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- (h) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (i) not infringe the rights of any third party or cause the Customer to infringe any such rights.

2.3 The Supplier represents and warrants that it has obtained and shall make available to the Customer all licences, clearances, permissions, authorisations, consents and permits necessary for the supply of the Services to the Customer and that the Deliverables shall be fit for all purposes for which the Supplier is or ought reasonably to be aware that they are required by the Customer.

- 2.4 The Customer reserves the right at any time to inspect work being undertaken in relation to supply of the Services, test the Services and inspect the premises where the Deliverables are being manufactured or stored. The Customer's inspector may adopt any reasonable means to satisfy himself or herself that the correct materials, workmanship and/or care and skill are or have been used.
- 2.5 If following such inspection or testing the Customer considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at Condition 2.2, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Ethical Standards and Audit Requirements

- 3.1 The Supplier, its suppliers and sub-contractors shall observe the highest ethical standards and 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.
- 3.2 The Supplier, its suppliers and sub-contractors shall not in any way be involved directly or indirectly with terrorism, in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose or transport the Goods together with any military equipment. The Supplier shall also warrant that it has checked and will continue to check its staff, suppliers and sub-contractors against the United Kingdom Treasury List of Financial Sanctions Targets, the European Commission's List of Persons and Entities Subject to Financial Sanctions and the list of specially designated individuals and blocked persons maintained by the Office of Foreign Assets Control ('OFAC') of the Department of the Treasury of the United States of America (and any similar list of prohibited persons and entities) and will immediately inform the Customer of any apparent correlation.
- 3.3 The Supplier shall ensure that its employees, suppliers and sub-contractors are aware of, understand, and adhere to the Customer's:
- (a) Child Safeguarding policy;
 - (b) Fraud, Bribery and Corruption policy; and
 - (c) Human Trafficking and Modern Slavery policy,
- (together, the "Mandatory Policies"), attached to these Conditions.
- 3.4 The Supplier, its suppliers and sub-contractors shall be subject to, and shall in relation to the Contract act in accordance with, the IAPG Code of Conduct and any local or international standards which are applicable to the Goods.

- 3.5 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.
- 3.6 The Supplier shall notify the Customer as soon as it becomes aware of any breach, or suspected or attempted breach, of the Mandatory Policies, and shall inform the Customer of full details of any action taken in relation to the reported breach.
- 3.7 The Supplier agrees to allow the Customer's employees, agents, professional advisers or other duly authorized representatives to inspect and audit all the Supplier's books, documents, papers and records and other information, including information in electronic format, for the purpose of making audits, examinations, excerpts and transcriptions. The Supplier agrees the extension of such rights to duly authorized representatives of the European Commission, the European Court of Auditors and the European Anti-Fraud Office (OLAF), the United States Government, the Controller General of the United States and any other such representatives instructed by a donor organization of the Customer to carry an audit of the Supplier's operations.

4. Performance

- 4.1 The Supplier shall perform the Services in accordance with the timing specified in the Agreement. Time shall be of the essence in respect of this Condition 4.1.
- 4.2 If the Supplier fails to comply with the time requirement referred to in Condition 4.1 the Customer, without prejudice to its other rights under the Contract, shall be under no obligation to make payment in respect of any Services which are not accepted.
- 4.3 The Services shall be supplied at the destination and on the date or within the period specified in the Agreement and, in any event, during the Customer's usual business hours or as instructed by the Customer.
- 4.4 The Customer shall not be deemed to have accepted any Services until the Customer has had reasonable time to inspect them following performance.
- 4.5 The Customer shall be entitled to reject any Services supplied which are not in accordance with the Agreement. If any goods that belong to the Customer or that the Customer has agreed to purchase are being transported as part of the Services, such goods shall be returned to the Customer without delay.
- 4.6 If any Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Services which conform with the Contract. Alternatively, the Customer may cancel the Contract, return any Deliverables to the Supplier at the Supplier's expense and claim costs and direct damages from the Supplier.
- 4.7 The Supplier shall ensure that it is available at the request of the Customer outside normal business hours, in order to address the requirements of any emergency in a timely fashion.

5. Indemnity

5.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

- (a) breach of any warranty given by the Supplier in Condition 9;
- (b) personal injury, death or damage to property caused to the Customer or its employees arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (c) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (d) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
- (e) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the supply of the Services, to the extent that the defect in the Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (f) any claim in respect of death or personal injury howsoever caused to any of the employees of the Supplier whilst at the premises of the Customer save where caused by the direct negligence of the Customer or its respective employees or agents.

6. Price and Payment

6.1 The price of the Services shall be the price set out in the Order which includes packing, labelling, carriage, insurance, delivery, royalties and licence fees (if applicable) and all other charges, taxes, duties and impositions and is not subject to alteration for any reason whatsoever.

6.2 The Customer reserves the right to withhold payment in respect of Services supplied which are defective, rejected or otherwise not in accordance with the requirements of the Contract.

6.3 The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

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 is in material breach of its obligations under the Contract; or
- (b) the Supplier is in breach of its obligations under the Contract and fails to remedy such breach (where the breach is capable of remedy) within 14 days of written request; or
- (c) the Supplier becomes insolvent or makes any voluntary arrangement with its creditors or (being an individual or corporate entity) becomes subject to an administration order or goes into liquidation or the Supplier ceases, or threatens to cease, to carry on business; or
- (d) the Customer reasonably believes that any of the events mentioned above in sub-sections (a) through (c) is about to occur in relation to the Supplier and notifies the Supplier accordingly; or
- (e) the Customer reasonably believes that continuing contractual relations with the Supplier may damage the reputation of the Customer; or
- (f) the Customer reasonably believes that the Supplier has or is engaged in corrupt, fraudulent, collusive or coercive practices.

7.3 Termination of the Contract shall not affect Conditions 2.2, 4.2(a), 4.4, 4.5, 4.6, 5, 8, 9, 12, 13, 14, and 16.7 which shall continue without limit in time. Termination of the Contract shall not affect any rights, liabilities or remedies arising under the Contract prior to such termination.

8. Customer's Name, Branding and Logo

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

9. The Supplier's Warranties

9.1 The Supplier warrants to the Customer that:

- (a) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standards of quality as it is reasonable for the Customer to expect in all the circumstances;
- (b) it has all authorisations from all relevant third parties to enable it to supply the Services without infringing any applicable law, regulation, code or practice or any third party's rights and has all necessary internal authorisations to approve the execution

and performance under the Contract and will produce evidence of that action to the Customer on its request;

- (c) it will ensure that the Customer is made aware of all relevant requirements of any applicable law, regulation or code of practice which applies or is relevant to the supply of the Services to the Customer;
- (d) information in written or electronic format supplied by, or on behalf of, the Supplier to the Customer at any stage during the tender process, the negotiation process, the due diligence process or the term of the Contract was complete and accurate in all material respects at the time it was supplied, and any amendments or changes to the previously supplied information will be provided to the Customer without delay;
- (e) 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;
- (f) none of its directors or officers or any of the employees of the Supplier has 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

9.2 In case of any situation constituting or likely to lead to a breach of a warranty in Clause 9.1 during the term of this Contract, the Supplier shall:

- (a) notify the Customer in writing and without delay of such breach; and
- (b) take all necessary steps to rectify this situation.

The Customer reserves the right to verify that the measures taken are appropriate and to request additional steps are taken with a specified time period. Failure to implement the requested measures may lead to the termination of the Contract. These rights are without prejudice to the Customer's rights in Clause 9.1

10. Re-tendering

The Supplier undertakes to fully co-operate with the Customer in relation to any tender process which may, at the option of the Customer, be carried out at any time in relation to the supply of any of the Services.

11. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain (the "**Confidential Information**"). The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

13. Customer property

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

14. Notices

14.1 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Agreement or to such other address as shall be notified from time to time in accordance with this Condition and shall be sent by prepaid first-class post, recorded delivery, e-mail, fax or by commercial courier. All notices sent internationally shall be sent by courier or e-mail.

14.2 Any notice shall be deemed to have been duly received if sent by prepaid first-class post or recorded delivery, on the second day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.

14.3 This Condition 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition, "writing" shall include e-mails and faxes.

15. Force majeure

15.1 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 a Force Majeure Event provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.

15.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, armed conflict, malicious damage, nuclear, chemical or biological

contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters, or extreme adverse weather conditions.

15.3 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.

16. General

16.1 Assignment and subcontracting:

- (a)** The Customer may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b)** 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.

16.2 Severance:

- (a)** 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.
- (b)** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

16.3 Waiver and cumulative remedies:

- (a)** No waiver of any right or remedy under the Contract shall be effective unless it is in writing and signed by both parties. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b)** Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16.4 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

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

- 16.6** Variation: Except as set out in these Conditions, 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 the Customer. The Customer reserves the right to conduct a formal review of the Contract after 12 months. For the avoidance of doubt, no terms and conditions produced by the Supplier, including, but not limited to, those forming part of the Supplier's quotation, shall supersede and take precedence over these Conditions and the Contract.
- 16.7** Governing law and jurisdiction: 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 (including non-contractual disputes or claims).