Terms Of Reference
Expression of Interest to develop standard operational guidelines/procedure (SOP) on caring for child survivor of GBV/children of GBV survivors for quality service provision to children

1. Terms of reference

WOREC is one of the National NGOs which is working on ensuring the women's rights on the right based approach. WOREC, in collaboration with UNICEF, works to promote and safeguard children's rights, including projects aimed at preventing and reacting to violence, exploitation, abuse, and neglect of children, particularly in emergency situations.

To accomplish the implementing of Mitigate the impact of violence against children through age appropriate GBV prevention and response services project focusing on those districts Dang, Rupandehi and Kapilvastu in Lumbini, Kailali and Kanchanpur in Sudur Paschim Province of Nepal. One of the key components of the project is the development of standard operating procedures for caring for child survivors of GBV. The standard standard procedure must be prepared in collaboration with the National Child Rights Council (NCRC), the Nepal Women Commission (NWC), and the Ministry of Women, Children, and Senior Citizens. Following the formulation of the SOP, WOREC will conduct SOP-compliant training for key service providers.

The TOR will commence right from the date of May, 2022, and should be completed by July, 2022.

2. Services to the Firm/Resource Person Scope of Work.

The firms with professional experts to develop the SOP on "caring child survivor of GBV". The firm shall perform following services to the organization:

A. **Mapping and Documentation (Desk review):**

- The consulting Firm shall prepare a brief Context Analysis of policy implementation and gaps in order to address the VAC (Children Survivors and dependent children of Survivors). The document will address the challenges and way forward based on the Legal Framework.

Or

- Review the legal status of Nepal and develop an analytical report around the areas of VAC (Children Survivors and dependent children of Survivors).
- Develop a Report on Context Analysis of policy implementation

B. **Mapping and Documentation (Research):**

- Using a focus group discussion (FGD) and KII, identify current policy gaps focusing on a child-sensitive approach to violence against children. (*Context Analysis would be used to construct the question.*)

C. Editorial Work (Develop a SOP):

❖ During the SOP development, the consultant must submit a complete report based on focus group discussions and KII analyzing/focusing on violence against children and service mechanisms.

- ❖ While preparing the draft of the SOP, coordinate and incorporate comments from concerned stakeholders, including the National Child Rights Council (NCRC), Nepal Women Commission (NWC), and the Ministry of Women, Children, and Senior Citizens, WOREC, and UNICEF.
- ❖ Develop and submit the final hard copy (binding) and electronic copy of the SOP.

All the documents prepared by the consultant Firm will be reviewed by WOREC and provide necessary feedbacks to the consultant in time. The consultant will be liable to address the comments and welcome the feedbacks from the UNICEF and concern stakeholders too.

3. Commencement and Duration

This contract shall commence on May and remain till end of July unless it is terminated earlier in accordance with the terms of this contract. The consultant will take a responsibility of document review and finalization. As per the project needs consultant should provide the support on activities basis upcoming days also.

Activities and Tentative Timeline:

S N	Activities	Tentative Date	Days	Amount
1	Mapping and Documentation (Desk review):	May 2022	*To be addressed by firm*	*To be addressed by firm*
2	Mapping and Documentation (Research):	June 2022		
3	Editorial Work (Develop a SOP)	June-July 2022		
	Total			

3.1 Payment and Invoicing Terms

Payment for services:

WOREC will pay the consultant for the entire consultancy in two installments, with the first payment being 40% and the second payment being 60% following completion. 15% tax will be deducted from the actual amount, after completion of each service and submission of appropriate invoices. The consultancy firm will be paid in all payments through Check.

4. Deliverables

- Report Context Analysis of policy implementation (Hard and Soft copy)
- Comprehensive report based on Focus group discussion and KII (Soft copy)
- Final copy of SOP (Hard and Soft copy)

* *The SOP will be finalized by successive throws and backs, considering all input and recommendations.*

5. Responsibilities

- Examine legal documents, guidelines, procedures, and protocols on SGBV, GBV, and child protection (based on the Constitution and international conventions)

- Examine legal documents, guidelines, procedures, and protocols on SGBV, GBV, and child protection (based on the Constitution and international conventions)
- Develop a draft SOP based on research, analysis, focus groups, KII, and desk reviews.
- Coordination and communication of the SOP to pertinent stakeholders, WOREC, and UNICEF for finalization of the SOP.
- Submission of the final SOP to WOREC, taking into account all feedback, ideas, and comments from concerned stakeholders, WOREC, and UNICEF.

6. Entire Contract

This contract is the final, exclusive and complete expression of the consultant agreement related to this service, and it supersedes all task, oral or written, and all other representations, statements, negotiations and undertakings relating to the service unless expressly incorporated herein. No modification of any term, provision or condition in this contract shall be effective unless it shall be in writing and signed by the consultant. However, as per the need both parties should be agreed to provide the services for further days.

7. Relationship of the Parties

In performing the services, the consultant shall act as an independent and shall not be deemed to be an employee or agent of WOREC. The consultant shall be solely responsible for and shall be liable for, indemnify, defend and hold WOREC harmless against all wages, fees, contributions, charges and taxes required by legislation. All appropriate deductions are made in respect of income tax and other contributions.

WOREC shall not be liable for providing any benefits of any kind except as provision of payment mentioned above in sub heading 3.1 to the Resource Person or sub-contractors (if any).

This contract shall not be deemed to create any kind of partnership, joint venture, agency or franchise agreement with the Consultant.

8. Assignments and Sub-Contracting

The Resource Person shall not assign this contract its right or obligations under this MOU, in whole or in part. Nor enter into any sub-contracting to perform any portion of this MOU, without the written consent of the organization.

The Resource Person shall not sublet the whole or part of their obligations without the prior written consent of WOREC, which consent, if given, will not relieve the Resource Person from any liability or obligation under this contract. The Resource Person shall be responsible for the acts and omissions of any sub-contractor as if they were the acts or omissions of the Resource Person.

9. Termination

Without prejudice to the rights of the other consultant under this contract, Consultant shall have the right to terminate this contract for any reason at any time in writing to the other Consultant.

If Consultant exercises its rights to terminate this contract, the consultant shall immediately cease all services and shall return to WOREC any resources loaned by WOREC. All material prepared in advance shall be given to WOREC and may be invoiced for under the terms of this agreement.

10. Confidentiality

The consultant agrees not to discuss its performance of services or any confidential information to which the consultant may have access, as a result of this MOU with any third party without obtaining written consent from the organization.

11. Risks and Challenges of The Research

It is important that the successful bidder has taken all reasonable measures to mitigate any potential risk to the delivery of the required outputs for this consultancy.

12. Data Protection

The Consultant shall not disclose or allow access to any other personal data provided by WOREC or acquired by consultant during the course of performing the service other than to a person employed by the Resource Person or an approved sub-contractor with the prior consent of WOREC.

Any disclosure of or access to personal data allowed under above clause shall be made in confidence and shall extend only so far as that which is specifically necessary for the purpose of this contract.

If the Consultant fails to comply with any provision of this condition, then WOREC may summarily determine the contract by notice in writing provided always that such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to WOREC.

13. Law

This contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Nepalese law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Nepal.

14. Expertise is required

The firm with an expert consultant should have the following qualifications:

- Professional experts in the organization/firm should have experience in developing SOP, Children Fridley Policy, Policy Review, and Research Knowledge.
- Have sound knowledge on Gender Based Violence, Child Protection, Feminism, and Human Rights Issues in Nepal
- Familiarity with right-based approaches and feminist views, as well as at least 8 to 10 years of professional experience in a related field.
- The following attributes should be considered: extensive knowledge and experience in policy lobbying, research, training, and report writing.
- Experience working with community-based organizations in Nepal

- Strong experience in conducting similar research projects or academic works
- Strong writing skills, and experience in preparing similar report
- Fluency in English written and spoken,
- Excellent organizational and planning skills
- Ability to deliver outcomes in timely manner
- University education, Master's/Doctoral degree in social sciences or related discipline

15. Application procedure and requirement

- A cover letters
- At least 2 sample of previous similar work
- Technical Proposal which includes the methodology and proposed contents of this assignment.
- CV of the proposed team members.
- Financial Proposal indicating complete plan and activities as per ToR
- Copy of company registration certificate
- Copy of PAN/VAT registration certificate
- Latest Tax Clearance Certificate of FY 077/78

16. Application submission

- The submission closed date is 10th May 2022.
- Submissions should be made to addressed: admin@worecnepal.org