

REQUEST FOR PROPOSAL (RFP)

06 February 2015

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Human Resource and Training Needs Assessment in social work in Republic of Moldova – primary data collection

SEALED Proposals should be sent to:

UNICEF Moldova
LRPS-DSU-2015-9117121
131, 31 August 1989 street, Chisinau, Moldova

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2015-9117121** must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

The bid form must be used when replying to this request for proposal.

The Proposals **MUST** be received at the above address by latest 17:00 on **24 February 2015**. Due to the nature of this RFP, there will be no public opening of proposals.

Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

BID FORM

THIS PAGE/BID FORM must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

TERMS AND CONDITIONS OF CONTRACT

Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax/email to the attention of the person who prepared this document, with specific reference to the Invitation Number.

The Undersigned, having read the Terms and Conditions of RFP **LRPS-DSU-2015-9117121** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel. No.: _____

E-mail: _____

Validity of Offer: _____

Currency of Offer: MDL

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you:

10 Days, 3.0% _____ 15 Day, 2.5% _____ 20 Days, 2.0% _____ 30 Days, Net _____

Other Trade Discounts: _____

1.0 PROCEDURES AND RULES

1.1 ORGANISATIONAL BACKGROUND

UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices worldwide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisation's mission and work.

1.2 PURPOSE OF THE RFP

The purpose of this RFP is to invite proposals for national institutional consultancy for Human Resource and Training Needs Assessment in social work in Republic of Moldova

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: **17:00 on 24 February 2015**

1.4 RFP CHANGE POLICY

All requests for formal clarification or queries on this RFP must be submitted in writing via e-mail at chisinau@unicef.org / via fax at 022-22-02-44. Please make sure that the e-mail or fax mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP bidders.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later 17:00 on **24 February 2015** in one (01) original and one (01) copy, duly signed and dated. Bidders must submit a sealed proposal, with two **separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal.**

Sealed proposals must be securely closed in suitable envelopes and dispatched to arrive at the UNICEF office indicated no later than the closing time and date. They must be clearly marked as follows:

- Outer envelope: Name of company
RFP number **LRPS-DSU-2015-9117121**

UNICEF Moldova
131, 31 August 1989 street, Chisinau, Moldova

- Inner envelope – technical proposal: Name of company, RFP number - technical proposal
- Inner envelope - price proposal: Name of company, RFP number - price proposal

Proposals received in any other manner will be invalidated.

Sealed proposals received prior to the stated closing time and date will be kept unopened. The responsible officers will open technical proposals when the specified time has arrived and no proposal received thereafter will be considered. UNICEF will accept no responsibility for the premature opening of a proposal not properly addressed or identified. Any delays encountered in the mail delivery will be at the risk of the bidder.

Offers delivered at a different address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The bidder must also provide sufficient information in the proposal to address each area of the Proposal Evaluation contained in 1.10 to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 BIDDER RESPONSE

1.6.1 Formal submission requirements

The formal submission requirements as outlined in this Request for Proposal must be followed, e.g. regarding form and timing of submission, marking of the envelopes, no price information in the technical proposal, etc.

1.6.2 Bid Form

The completed and signed bid form must be submitted together with the proposal.

1.6.3 Mandatory criteria

All mandatory (i.e. must/have to/shall/should) criteria mentioned throughout this Request for Proposal have to be addressed and met in your proposal.

1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal, especially in its statement of work, terms of reference and paragraph 1.10 of this Request for Proposal. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal.

1.6.6 Checklist for submission of proposals

- Bid form filled in and signed

- Envelope for technical proposal
 - Technical proposal
 - Technical proposal does not contain prices
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - technical proposal

- Envelope for price proposal
 - Price proposal
 - Envelope is sealed
 - Envelope is marked as follows:
Name of company, RFP number - price proposal

- 1 outer envelope
 - Containing bid form, envelope for technical proposal, and envelope for price proposal
 - Envelope is sealed
 - Envelope is marked as follows

Name of company
LRPS-DSU-2015-9117121
131, 31 August 1989 street, Chisinau, Moldova

1.7 CONFIDENTIAL INFORMATION

Information, which the bidder considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 RIGHTS OF UNICEF

UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Bidder in preparing the response to this Request for Proposal. The Bidder agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

1.9 PROPOSAL OPENING

Due to the nature of this RFP, there will be no public opening of proposals.

1.10 PROPOSAL EVALUATION

After the opening, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The proposals will be evaluated against the following:

CATEGORY	POINTS
1. Technical Evaluation Criteria	70

Only proposals which receive a minimum of 50 points will be considered further.

2. Price Proposal	30
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The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$\text{Score for price proposal X} = \frac{\text{Max. score for price proposal} * \text{Price of lowest priced proposal}}{\text{Price of proposal X}} \times 30$$

Total Technical and Price **100 Pts**

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon evaluation of the above technical criteria.

The bidders should ensure that all pricing information is provided in accordance with the following:

The currency of the proposal **shall be in MDL**. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization.

1.10 PROPERTY OF UNICEF

This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.11 VALIDITY

Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Bidders are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.12 CONTRACTUAL TERMS AND CONDITIONS

The UNICEF Special and General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

1.13 FULL RIGHT TO USE AND SELL

The bidder warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF or the recipient Governments rights to use, sell, dispose of or, otherwise, deal with any item that may be acquired under any resulting Contract.

1.14 PAYMENT TERMS

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include proposed stage payments.

ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE

Duration: March- April 2015

Location: Republic of Moldova, Chisinau and selected districts

1. Background

UNICEF Moldova is supporting the Government of Moldova in strengthening the development of social work, particularly in relation to children and families, but also across the whole scope of social services provision for adults. At the same time several other development partners, including the World Bank and the Government of Lithuania, are also supporting the development of the social protection sector more widely. These terms of reference outline a study which UNICEF Moldova wants to undertake in order to inform recommendations on the development of social services for children and families. This study addresses some gaps in the existing knowledge and understanding of current social services and social work in Moldova, which will add to the findings of a World Bank study currently implemented by OPM and P4EC Moldova on the roles and functions of Social Assistants in Moldova

The field research outlined in these Terms of Reference is an integral part of a wider study which will (1) define social work according to international standards and good practice, adapted to the Moldovan context through an analysis of statistical data, trends and information on the number and kind of vulnerable groups in Moldova. With the working definition in hand review (2) the legal and policy framework to assess the 'theoretic' demands on the profession, not only, but in particular in the area of child protection. The study methodology (3) for the field research is described below and the tools will be shared for consultation and finalization by UNICEF with the selected contractor. After data collection (4) and analysis (5), the human resources and training needs will be assessed and clear recommendations will be made to inform the social protection and child protection system reform (including the revision/development of job descriptions), as well as on further training needs of social workers and existing gaps in current system, in accordance with international guidelines on social work and the practical needs of the country.

Thus, the assessment will be carried out jointly by:

An **international individual consultant** who will:

- Provide a definition of social work according to international standards and good practice based also on an analysis of statistical data, trends and information on the number and kind of vulnerable groups in Moldova;
- Support and guide a national consultant in a legal and policy analysis of social work functions based on the agreed definition of and needs for social work;
- Provide methodology and tools (including training) to a national institution hired to conduct field research for the assessment of social work practice in Moldova;
- Be responsible for the final analysis, assessment and recommendations

Supported by a **national individual consultant** who will:

- Collect and analyse relevant information for development of a working definition of social work, including analysis of statistical data, trends and information on the number and kind of vulnerable groups in Moldova;
- Conduct legal and policy analysis of social work functions based on the agreed definition of and needs for social work;
- Provide support to the international consultant and national research institution during the development of research methodology, field work and data analysis;
- Provide feedback to the international consultant on the assessment report and recommendations.

The **national institution's** tasks are specified below.]

2. Purpose of the institutional consultancy

[This consultancy is aimed at supporting UNICEF in the implementation of a study on human resource and training needs (practice review part) regarding social work in the Republic of Moldova. The data obtained will feed into the analysis and assessment done by a separately hired UNICEF consultants. Ultimately, recommendations from the research will inform public authorities on further training needs of social workers and existing gaps in current system.

The consultancy is expected to be carried out within a 2-month period, starting from March 2015.]

3. Objectives of the consultancy

The objectives of this consultancy are:

- [To explore in more depth some of the findings from the World Bank study with regard to the current functions and practices of social workers who are mainly working with children and families.
- To gain an understanding of the caseloads of social workers at the community and Raion levels and of any gaps in knowledge and skills which may need addressing.
- To gain greater understanding of how the management structures and lines of accountability and responsibility operate in practice between community Social Assistants, Raion specialists and local community Mayors specifically in relation to child protection, family support and child care.]

4. Details of how the work should be delivered

[To achieve the above-mentioned objectives, the research team, in close consultation with UNICEF, an international and national consultant and the Ministry of Labour, Social Protection and Family will conduct the primary data collection for the human resource and training needs assessment in social work in Republic of Moldova.

Scope and methodology

The study will be based mainly on qualitative research conducted through focus group discussions or key informant interviews. Table 1 outlines the main areas of inquiry, respondent groups and suggested methods.

Table 1. Areas of inquiry, respondent groups and methods

No.	Type of respondent	Area of inquiry	Suggested approach to research
1	Community based Social Assistants	Functions and responsibilities, practices and working processes - including accountability, supervision and line management - in relation to assessment and case management, child and family 'working with clients', child protection, foster care, Knowledge, skills and training needs. Caseloads of children and families, types of problems/cases dealt with, outreach and referrals	Focus group discussions with each type of social worker in 6 raions
2	Child protection specialists at Raion level	Functions and responsibilities, interaction with community Social Assistants on all aspects of child protection – identification, assessment, response, prevention of violence, alternative care provision, follow up. Outreach, referrals, caseloads, accountability, supervision and line management. Skills, knowledge and training needs.	
3	Child and Family specialists at Raion level	Functions and responsibilities, interaction with community Social Assistants on all aspects of child and family support – identification, assessment, response, prevention of violence, referral for alternative care, follow up. Outreach, referrals, caseloads, accountability, supervision and line management. Skills, knowledge and training needs.	
4	Head of Community Social Assistants	Management functions in relation to Community Social Assistants, interaction with others holding management or supervision functions; processes, division of responsibilities, outreach referrals, assessment and case management – child protection and family support.	Key informant interviews
5	Head of homecare Social Workers	Management functions in relation to Community Social Assistants, interaction with others holding management or supervision functions; processes, division of responsibilities, outreach referrals, assessment and case management – homecare service provision for children and families.	
6	Local Mayors	At community level - functions and responsibilities, interaction with community Social Assistants and Raion specialists on all aspects of child protection and family support. How does delegation of responsibilities work in	Key informant interviews or Delphi study (written

		practice, what are the challenges? How will a child protection specialist at community level reporting to the mayor solve issues for families, what are foreseeable challenges? Practices and working processes in relation to assessment and case management, child and family 'working with clients', child protection, foster care, Knowledge, skills and training needs.	responses to open questions)
7	Service providers – managers	Types of services, functions, skills, training and qualifications of social workers currently deployed in a range of other TSAS, Raion or NGO services including for example: mobile teams, foster care services, family type homes, temporary placement centers for children, day care centre for children, multifunctional community-based centre, social canteen.	Key informant interviews
8	Service providers – social workers	Assessment and case management processes, knowledge and skills, service provision processes, functions, responsibilities; interaction with community Social Assistants, Mayors and Raion Child and Family and Child Protection Specialists – probe for quality of service provision, gaps in knowledge and skills.	Key informant interviews and/or focus groups

The field work should take place in 6 raions drawing respondents from different urban/rural parts of the raions and covering a range of service types for respondents 7 and 8. Raions will be designated by UNICEF Moldova based on findings from a recent World Bank study.

Overall, the field work should aim to reflect the perception and experience of a range of respondents without necessarily aiming for representativeness. The focus should be on capturing existing experiences and in particular on identifying areas of practice where respondents feel particularly confident or lacking in confidence and on probing lines of responsibility and accountability for child welfare and protection between different actors in the system.

It is anticipated that the following numbers of respondents will be consulted:

- 30 Community social assistants – 3 focus groups with participants from 6 raions (each raion provides 5 social assistants from a range of communities; each focus group has 10 participants from 2 raions)
- 6 Raion child protection specialists – 1 focus group with participants from 6 raions
- 6 Raion child and family specialists - 1 focus group with participants from 6 raions
- 6 Heads of community social assistants – 6 key informant interviews in 6 raions
- 6 Heads of homecare social workers – 6 key informant interviews in 6 raions
- 12 Mayors of local communities – 12 key informant interviews or Delph study at least two communities in each of 6 raions
- 12 Service managers – 12 key informant interviews in 6 raions

- 24 social workers – 3 focus groups with social workers from 12 services in 6 raions (each service provides 2 social workers with differing functions and roles for the focus group discussions; each focus group has 8 participants from 2 raions)

The contractors will work closely with the international and national consultants hired by UNICEF Moldova to oversee the study to develop the guides for the focus group discussions and the key informant interviews. All data will be recorded into data matrices in English so that the international consultant can also take part in the analysis.

5. Delivery dates (based on the work plan)

Nr.	Activity	Deliverables	Tentative deadlines*
1.	<ul style="list-style-type: none"> • Review research methodology and tools developed by UNICEF individual consultants 	1. Input to UNICEF's proposed methodology and data collection instruments	Within 15 days from the contract commencement
2.	<ul style="list-style-type: none"> • Pre-test tools; • Provide suggestions to UNICEF for adaptation methodology/tools based on pretesting 	2. Suggestions for final methodology/data collection instruments submitted to UNICEF	Within 1 month
3.	<ul style="list-style-type: none"> • Conduct field research; • Debrief key stakeholders on preliminary findings in cooperation with UNICEF individual consultants • Verify and/or clarify upon request questions from UNICEF during data analysis. 	3. Approximately 102 respondents – 8 focus groups; 36 key informant interviews 4. Qualitative data in the form of direct quotes and reported speech recorded into excel data matrices 5. Field work report recording methodology, processes for selecting respondents and summarising data collected 6. Questions and comments from UNICEF addressed in a timely manner	Within 2 months from the contract commencement

* Exact deadlines will be mutually agreed upon contract signature.

6. Performance indicators for evaluation of results

The performance of work will be evaluated based on the following indicators:

- Completion of tasks specified in ToR;
- Compliance with the established deadlines for submission of deliverables;
- Quality of work;
- Demonstration of high standards of work, timely feedback and prioritized communication with UNICEF, the international and national consultants hired by UNICEF, and with counterparts.

7. Qualifications and experience

Institution/Company:

- National research/ consultancy company with social profile (specialization in child protection is a strong asset);
- Minimum of 5 years of experience in national research and/or consulting;
- Previous research/ consultancy in relevant social areas (copies of report summaries);
- Previous work with UNICEF or other UN agencies is an asset.
- One of the experts on the team must have a good working command of English, preferably the lead consultant.

Lead international consultant(s):

- Advanced University Degree in Law, Social Sciences, Human Rights or related field;
- Proven experience in quantitative and qualitative research in the social science or human rights area;
- Relevant professional experience related to social work is a strong asset.
- Excellent command of Romanian, both oral and written;
- Good working command of English.

National consultant(s):

- University Degree in Law, Social Sciences, Human Rights or related field;
- Proven experience in quantitative and qualitative research in the legal and/or social area;
- Proven knowledge of international human and child rights standards (United Nations and European Union standards);
- Experience in working with the Government of Moldova and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with social work, including child protection in Moldova, is a strong asset;
- Excellent command of Romanian, both oral and written;
- Working knowledge of English is a minimum, good command of English is a strong asset, both oral and written.

8. Financial Proposal

The financial proposal shall indicate total lump sum amount, as well as a detailed breakdown of budget items. Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

9. Evaluation criteria for selection

Interested companies will submit both a Technical Proposal and a Financial Proposal. The proposals will be evaluated against the following criteria:

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	- Understanding of scope, objectives and completeness of research;	10
	- Understanding of, and responsiveness to requirements;	
	- Overall concord between the requirements and the proposal;	
	- Proposed management arrangements.	
Sub-Total		10
Company and Key Personnel	Institutional experience	5
	- Range and depth of experience with similar projects/contracts/clients	5
	- Reference of similar assignments undertaken	
	Proposed team and its professional expertise	15
	- Team leader: relevant experience, qualifications, and position with institution	10
- Team members: relevant experience of similar scope and complexity, professional expertise and knowledge		
Sub-Total		35
Proposed Methodology and Approach	- Quality of proposed design and methodology and extent of alignment with requirements	10
	- Quality of proposed implementation/management plan (how, who, what, where, when)	10
	- Recognition of direct/peripheral risks/ problems and methods to prevent and manage these	5
Sub-Total		25
Total Maximum	(minimum score for technical qualification: 50 points)	70

The total amount of points to be allocated for the price component is 30. The maximum number of points (30) will be allotted to the lowest price proposal of a technically qualified offer. Points for other offers will be calculated as **Points (x) = (lowest offer/ offer x) * 30**.

Contract will be awarded to the offeror who obtains the highest cumulative score (technical + price

points).

10. Definition of supervision arrangements

The selected organization will work under direct supervision of the Chief Child Protection in UNICEF. Fees will be rendered upon written approval by the UNICEF Supervisor, and contingent upon the quality of deliverables.

UNICEF will regularly communicate with the selected organization and provide formats for reports, feedback and guidance on performance and all other necessary support to achieve objectives of the research, as well as remain aware of any upcoming issues related to expert's performance and quality of work.

11. Description of official travel involved

All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum).

12. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Labour, Social Protection and Family, with international and national consultants involved in research implementation and other relevant stakeholders, and will provide timely feedback to all deliverables presented by the contractor. If need be, UNICEF will provide support in contacting other relevant stakeholders during the assessment process.

ANNEX III - UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/ CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

- (a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.

(c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure.

Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third

party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
- (i) name UNICEF as additional insured;
 - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

- (a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.
- (b) Personnel whose resumes were submitted with the proposal; and
- (c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.