

## **REQUEST FOR PROPOSAL (RFP) LRPS-DSU-2016-9128647**

7 November 2016

### **UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to invite you to submit a proposal for

#### **Development of a comprehensive Communication for Behaviour Change (C4BC) Strategy and Implementation Plan to improve access and participation of Roma children in quality education**

**SEALED Proposals** should be sent to:

UNICEF Moldova  
LRPS-DSU-2016-9128647  
131, 31 August 1989 street, Chisinau, Moldova

**E-Mail Proposals** should be sent to:

**chisinau@unicef.org**

For Technical proposal the subject will be LRPS-DSU-2016-9128647 – Technical

For Financial proposal the subject will be LRPS-DSU-2016-9128647 – Financial

### **IMPORTANT – ESSENTIAL INFORMATION**

**Both institutional and individual consultancy offers are accepted for this RFP.**

**Individual consultants are encouraged to use the attached Technical and Financial Offer templates to apply.**

The reference **LRPS-DSU-2016-9128647** 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 23:59 (Moldova time) on **22 November 2016**. 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 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-2016-9128647** 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: \_\_\_\_\_

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 world-wide. 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 obtain proposals for **Development of a comprehensive Communication for Behaviour Change (C4BC) Strategy and Implementation Plan to improve access and participation of Roma children in quality education.**

### **1.3 FORECAST SCHEDULE**

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: 23:59 (Moldova time) on 22 November 2016

Bids opening: 23 November 2016

### **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](mailto:chisinau@unicef.org) / via fax at [37322-22-02-44](tel:37322-22-02-44). Please make sure that the e-mail or fax mentions the RFP reference number.

Only written inquiries will be considered. 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 than 23:59 (Moldova time) on **22 November 2016** 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-2016-9128647**  
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.

Proposals sent by e-mail should be submitted in ENGLISH and must be received not later **23:59 (Moldova time) on 22 November 2016** in one (01) e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2016-9128647 – Technical** and one (01) e-mail for the **Price Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2016-9128647 – Financial**.

The official address for e-mail submission will be [chisinau@unicef.org](mailto:chisinau@unicef.org). The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission: 5 MB. Please secure the Financial Proposal \*.pdf document with a password on document view; the password shall not be provided until requested further by UNICEF.

## 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, and Paragraph 8 of the ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE. 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 and paragraph 9 of the ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE.

### 1.6.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
  - Technical proposal inside
  - 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 inside
  - 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/ Consultant  
LRPS-DSU-2016-9128647  
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 UNICEF staff and their conclusions will be forwarded to the internal UNICEF Contracts Review Committee, if applicable.

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:

<b>CATEGORY</b>	<b>POINTS</b>
1. Technical Evaluation Criteria	70

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

2. Price Proposal	30
-------------------	----

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.:

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

**Total Technical and Price** **100 Pts**

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 USD**. 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.

If a Moldova resident company/consultant is selected for contracting, MDL will serve as contract currency, converted at the UN exchange rate applicable at contract signature date.

**1.11 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.

### **1.12 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.

### **1.13 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.

### **1.14 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.

### **1.15 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**

### **Development of a comprehensive Communication for Behaviour Change (C4BC) Strategy and Implementation Plan to improve access and participation of Roma children in quality education.**

**Duration:** November 2016- June 2017

**Location:** Republic of Moldova, focusing on Roma densely populated communities (including but not limited to Nisporeni, Soroca, Hincesti, Leova)

#### **1. Background**

There are approximately 12,000 Roma citizens in Moldova, accounting for about 0.6% of the country's general population<sup>1</sup>. A study undertaken in 2012 found that Roma children show much lower enrolment rates than those of non-Roma children: at pre-primary level this is about one-fourth, at primary and lower secondary level half and at upper secondary no more than one-fifth and less than three-quarters of Roma children attend school daily<sup>2</sup>. Roma children face multiple barriers to education such as child marriage, language of instruction, and lack of attention and support from teachers. Roma children and their families face difficulties in providing school supplies and the rent payment for books, which are also obstacles to the education and affect children's learning outcomes<sup>3</sup>.

Enrolment of Roma children in preschool is hindered by deep-rooted beliefs that young children must be kept under the mother's constant supervision. Roma families consider it "shameful" for a family to place their child in kindergarten, with families that do so being perceived as lacking the financial means to raise children, and the mother being viewed as irresponsible and negligent. Parents are also concerned about their children's security in kindergartens<sup>4</sup>.

Roma families also consider schooling as only a stage at which children learn to read and write, which limit their children study after primary grades. Unfortunately, many children do not even achieve the goal of learning to read and write. Both failing to attend preschool and the language barrier add to Roma children's difficulties to cope with the school schedule and requirements, leading to lack of interest and, often, dropping out.

In addition, due to lack of knowledge and low literacy levels Roma parents do not provide necessary support to their children when doing home works and are less engaged with teachers, which contribute to drop out of Roma children from the education system<sup>5</sup>.

All these and many other findings from the studies and surveys supported by UNICEF revealed the strong need for a well-designed C4BC strategy, which could help to remove barriers and practices and change population's behaviour towards inclusion of Roma children into the education process. Development of such C4BC strategy is in line with UNICEF priorities for improving access of all children to quality education and with the government priority for development of inclusive education set by the Code of Education, the Sector Strategy Education 2020, and the Programme for Development of Inclusive Education.

C4BC strategies and approaches are required to help provide parents, caregivers and community members with the essential information and to help develop the skills and self confidence that they need to make informed decisions on issues that affect their lives and their children's well-being and development to their full potential. Supportive policies and legislation, resources and service delivery systems need to be indeed introduced and strengthened, but unless engagement and empowerment of Roma parents, caregivers and local organizations is ensured, inclusive

---

1 2004 Population census

2 Cantarji et al. (2012). Roma in the Republic of Moldova in areas of their compact population

3 Oceretnii et al. (2015). Participatory assessment of barriers hampering the access of Roma children and their families to services

4 Oceretnii et al. (2015). Participatory assessment of barriers hampering the access of Roma children and their families to services

5 Antonowicz (2013). Out-of-school children in Moldova

education policy implementation will continue to have limited long-term impact.

UNICEF office in Moldova supports and promotes increasing participation of Roma children in education since 2012 through a number of programmatic initiatives such as studies, assessment and development of the Action Plans to support Roma Population and other capacity building and advocacy activities with government and CSOs. One of the interventions is in the Community of Cioresti that consists of two villages: Cioresti and Vulcanesti, which is populated mainly by Roma ethnics. The purpose of the intervention is to mobilize the community resources in support of increased participation of Roma children in education as a cost-efficient and effective model of services.

In view of all the above mentioned UNICEF Moldova is planning to hire technical expertise in developing C4BC Strategy to improve access to and participation of Roma children in the quality education.

## 2. Purpose of the consultancy

The purpose of this consultancy is to design a comprehensive communication for behavior and social norms change (C4BC) strategy allowing inclusion of Roma children in the education process.

As social norms hold the following properties (i) they are rules and beliefs that both influence, and are influenced by, behaviours and interactions between agents in a society; (ii) they specify what is – and what is not – acceptable behaviour to the majority of members of a particular group and non-compliance is often accompanied by sanctions, either formal or informal; (iii) they are dynamic – that is, constantly created and recreated through their enactment by members of a society, and able to be changed; (iv) they may be oppressive or harmful to some members of the community, and beneficial to others; and (v) they are widely observed; they compose one of the essential axes of interventions of the strategy and require to be given adequate attention.

Specific deliverables of the consultancy will be the production of a comprehensive C4BC Strategy and its Implementation Plan to address the social norms and increase parents' understanding on the importance and benefits of quality education among Roma communities, and by consequence, increase demand for quality education for Roma children.

The C4BC Strategy should be developed in such a way so that it will be possible to apply it both at national scale as well as at individual community level with focus on changing Roma and other parents' and community attitudes, behaviors and practices related to education of Roma children. As a result of this consultancy a well-defined C4BC Strategy will outline specific and effective approaches, messages, tools and channels to be used that would encourage Roma parents to ensure that their children benefit from the continuous quality education starting from preschool up to general secondary education. A clear national roll-out implementation plan will be proposed as well. The C4BC strategy should be based on the recent studies and assessments conducted in Roma communities and in a coherent way link the existing interventions with the previous assessments to strengthen promotion of Roma children's education.

At the same time, the C4BC Strategy has to be in line with national education policies and standards and ensure that the best interest of the child is taken into account. The assignment will be conducted in close cooperation with government and local CSO partners to ensure national ownership of the products and further national leadership in implementing this C4BC Strategy.

The consultancy is expected to be carried out within a 8-month period, starting from November 2016 and ending in June 2017.

## 3. Objectives of the consultancy

The objectives of this consultancy are:

- 1) Look into the current situation of Roma children and barriers to their education, including social norms and families/caregivers' knowledge, behavior, attitudes and practices

This will be conducted through a desk review of the relevant studies/formative research conducted in Moldova in previous years, supplemented if necessary with additional information collected through meetings and interviews with main stakeholders.

Duties and tasks:

- a) Conduct desk review of relevant studies, surveys and documents on major behavioural practices that prevent Roma children to access education services; behavioural practices, traditions and/or social norms leading to school absenteeism and drop out by Roma children.
- b) If necessary conduct any additional field visits, meetings and interviews with stakeholders to complement the information.
- c) Based on the analysis and interpretation of the results summarize key findings and develop a draft outline of the C4BC Strategy.

## 2) Develop a C4BC Strategy

Develop C4BC Strategy to increase parents’ knowledge and influence their attitudes related to the importance of quality education and increase, by consequence, their demand for quality education services for their children. The Strategy should outline: proposed audience/s, proposed communication approaches, methods and channels, a set/ package of communication tools, specific communication messages – key messages, proposed roll out plan with estimated associated cost, proposed monitoring tools and mechanisms with estimated associated cost, proposed impact evaluation plan with associated cost. C4BC Strategy will be developed in consultation with government, CSO partners and Roma community.

Duties and tasks:

- a) Conduct a participatory workshop with government (national and local authorities), CSO partners and Roma community to present draft C4BC strategy outline and validate it to ensure that the content of the future C4BC Strategy is in line with national policies and priorities and gets the buy in of the government (national and local authorities) and Roma community representatives.
- b) Based on the proceedings of the workshop the consultant/s will develop the C4BC Strategy and implementation plan for inclusion of Roma children in education system
- c) Present the draft Strategy and its implementation plan at a validation workshop with representatives from Roma community, local and national authorities, CSO partners, UN agencies and development partners. The activity will include one-two local consultation/validation meetings in densely populated Roma raions with larger participation of Roma representatives, including Roma adolescents and youth and a final national validation workshop.
- d) Finalize C4BC Strategy based on feedback from validations and comments from UNICEF and partners.

## 4. Details of how the work should be delivered

Both international and national consultant/s can apply for this consultancy.

The consultancy will be delivered through a mix of in-country/ field and home-based work based on the agreed work-plan. The consultancy is planned for 78 working days between November 2016 and June 2017, of which 10 working days will be in the country. The consultancy will involve two in-country mission. The first mission will be dedicated to drafting the outline of the strategy, supplementation of data from available research to get deeper insights into the country and Roma community needs, consultation of the key components and axes of the strategy with the participation of national stakeholders and Roma community representatives. During the second mission the Consultant/s will conduct consultation/validation **meetings in densely populated Roma raions with larger participation of Roma representatives, including Roma adolescents and youth and a final national** workshop for the validation of the draft C4BC Strategy with government, CSO partners and Roma community representatives.

The Consultant/s will develop activities according to the schedule bellow, and in close consultation with UNICEF Moldova:

Nr.	Activity	Deliverables	Tentative deadlines*
-----	----------	--------------	----------------------

<b>Activity 1: Developing C4BC Strategy outline and components identification</b>			November 2016 – February 2017 30 work. days (incl. 5 working days in the country)
1.1	Conduct a desk review of relevant studies, surveys, publications on families practices on Roma education in Moldova	Summary of findings	12 working days
1.2	Develop outline for C4BC Strategy	Draft C4BC Strategy outline	10 working days
1.3	Conduct field mission and/or meetings with key stakeholders to complement findings if necessary	Mission agenda/report	3 working days for preparation of the mission and 5 working days in the country
<b>Activity 2: Developing C4BC Strategy and Implementation Plan to increase demand for quality education services for Roma children</b>			February -June 2017 48 work. days (incl. 5 working days in the country)
2.1	Develop draft C4BC Strategy and Implementation Plan	Draft C4BC Strategy and Implementation Plan	15 working days
2.2	Conduct consultative workshop in Roma Densely populated communities on the draft Strategy	Workshop agenda Handout materials Presentations in Power Point Other materials as relevant	3 working days for preparation of the mission and 3 working days in the country as part of the second mission visit
2.3	Conduct a national workshop for the validation of the C4BC Strategy	Workshop Agenda List of invitees Handout materials Draft Strategy printout Other materials as relevant	5 working days for preparation and 2 out of the 5 days in the country as part of the second mission visit
2.4	Revise and finalize C4BC Strategy and Implementation Plan	Final version of C4BC Strategy and Implementation Plan, including the key messages and key communication packages	20 working days

\* Exact deadlines will be mutually agreed upon contract signature.

## 5. Reporting requirements

- Summary of main findings, based on which the C4BC will be developed will be presented to UNICEF in Word format, via e-mail and discussed via Skype or phone.

- Consultative workshop/meetings/field visits concepts, agenda and materials, will be presented to UNICEF 7 working days before the respective events, in commonly agreed formats, such as Word for concepts and agendas and PPT for presentations. All presentations will be prepared in English and Romanian.
- Mission/meeting Reports and minutes from meetings and events will be presented to UNICEF in 5 working days after the respective events in commonly agreed formats, such as Word for minutes and PPT for presentations.
- C4BC Strategy outline will be presented to UNICEF and stakeholders (based on the proposal by the consultant/s and agreed with UNICEF) for comments and inputs in Word format via e-mail, 20 days before the mission.
- C4BC Strategy will be presented to UNICEF in English and Romanian, Word and PDF formats, via e-mail, 15 working days before the expiry of the contract.
- C4BC Strategy Implementation Plan will be presented to UNICEF in English and Romanian, Word and PDF formats, via e-mail, together with the C4BC Strategy, 15 working days before the expiry of the contract.
- Package of materials for the promotion of the key messages in Romanian and English, 15 working days before the expiry of the contract.
- Final report on the assignment, including the package of materials produced as part of the assignment, will be presented to UNICEF in Word and PDF (and PPT for presentations) formats 8 working days before the expiry of the contract.

## 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 as assessed by the Supervisor;
- Demonstration of high standards of work with UNICEF and with counterparts.

## 7. Qualifications and experience

- Minimum of 5 years of experience in consulting, conceptualising, designing and/or managing projects in the area of communication for behaviour change/communication for development, of which at least two in a practical / field tested context;
- Proven previous experience in designing C4D/C4BC strategies and programs relevant to child rights promotion with focus on most marginalised and excluded groups (sample of previous work will be required);
- Previous experience in designing C4D/C4BC strategies and programs in the CEE/CIS region is a strong asset;
- Previous work with UNICEF or other UN agencies is an asset.
- Fluency in Romanian language is an asset
- Excellent command of English, both written and oral, including report writing skills

## 8. Content of Technical Proposal

**Individual consultants are encouraged to use the attached Technical and Financial Offer templates.**

The Technical Proposal should include but not limited to the following:

- Corporate/ Individual Profile highlighting the bidders qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past five years
- Detailed understanding of UNICEF's requirements for this assignment and bidders value proposition
- Detailed Methodology/approach to project demonstrating how you meet or exceed UNICEF requirements for this assignment
- Proposed timeline and milestones
- Project implementation and work plan showing milestones, detailed sequence, timeline for each activity and

days necessary for each proposed team member

- Quality assurance mechanism and risk mitigation measures put in place

Bidders are requested to back up their submissions by providing:

- Evidence in the form of job completion certificate, contracts and/or references.
- Three case studies containing the following information:
  - Name of Client
  - Title of the Project
  - Year and duration of the project
  - Scope of the Projects/Requirements
  - Proposed Solutions and Outcome – include visuals, web-links, etc.
  - Team members on each of the project and their specific roles
  - Project timelines (start and end date year, and any other information necessary)
  - Reference /Contact person details
- Details of the Proposed Team for the assignment including the following information:
  - Title/Designation of each team member on the project
  - Educational qualifications and professional experiences
  - Past experience in working on C4BC strategy development – List all similar projects they worked on and their roles on those project.

## 9. Financial Proposal

The financial proposal shall indicate total budget estimated in USD, as well as a detailed breakdown of budget items. All travel expenses should be included in the financial offer. Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

If a Moldova resident company/consultant is selected for contracting, MDL will serve as contract currency, converted at the UN exchange rate applicable at contract signature date.

## 10. Evaluation criteria for selection

Interested applicants 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
<b>Overall Response</b>	Completeness of response	5
	Overall concord between RFPS requirements and proposal	10
<b>Maximum Points</b>		<b>15</b>
<b>Qualifications and experience</b>	Range and depth of experience with similar projects	35
<b>Maximum Points</b>		<b>35</b>
<b>Proposed Project Methodology and Approach</b>	Project plan & Technologies used - compatibility with UNICEF	10
	Project management, monitoring and quality assurance process	10
<b>Maximum Points</b>		<b>20</b>
<b>Total Maximum</b>	(Note: the total maximum score must be equivalent to	<b>70</b>

<b>obtained for Technical Criteria</b>	the weight assigned to the technical score)	
<b>Minimum score for technical compliance</b>	The minimum score – 50 points	

Other evaluation methods can be used for the technical evaluation, as might be needed for a thorough selection of best offer.

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).

Offers submitted by individual consultants will be evaluated based on the quality of the submitted technical offer and the best value for money principle of the financial offer.

### 11. Payment schedule

The payment will be linked to the following deliverables upon satisfactory completion and acceptance by UNICEF:

- 30 per cent after submission of the first set of deliverables (Summary of findings and Outline of the C4BC Strategy), and
- 70 per cent after submission of the second set of deliverables (Final version of the C4BC Strategy and Implementation Plan in English and Romanian languages).

### 12. Definition of supervision arrangements

The selected entity/consultant will work under direct supervision of the UNICEF Education Specialist and Deputy Representative. 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 entity and provide formats for reports, feedback and guidance on performance and all other necessary support so as to achieve objectives of the research, as well as remain aware of any upcoming issues related to expert's performance and quality of work.

### 13. Description of official travel involved

The consultancy is designed for 78 working days between November 2016 and June 2017, of which 10 days in the country.

A travel plan will be included in the first set of deliverables submitted by the selected entity. All travel arrangements and expenses covered by the selected entity should be included in the financial offer. The calculation of travel should be done based on the following: i) travel cost shall be calculated based on economy class travel, regardless of the length of travel and ii) costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by International Civil Service Commission (ICSC). Unexpected travels shall also be treated as above.

### 14. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with all the relevant stakeholders including the government partners, CSOs and Roma communities and will provide timely feedback to all deliverables provided under the consultancy.

## **ANNEX II - UNICEF SPECIAL TERMS AND CONDITIONS**

### **1. UNETHICAL BEHAVIOUR**

UNICEF strictly enforces a policy of zero tolerance concerning unethical, unprofessional or fraudulent acts of UNICEF bidders. Accordingly, any registered bidder that is found to have undertaken unethical, unprofessional or fraudulent activities will be suspended or forbidden from continuing business relations with UNICEF.

### **2. CORRUPT AND FRAUDULENT PRACTICES**

UNICEF requires that all bidders associated with this Invitation to Bid/Request for Proposal observe the highest standard of ethics during procurement and execution of the work. In pursuance of this policy UNICEF

(a) defines for the purpose of this provision the terms set forth as follows:

(i) corrupt practice means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the execution of a contract, and

(ii) fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the selected supplier/contractor have engaged in any corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a UNICEF-financed contract if at any time it determines that it has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNICEF-financed contract.

### **3. GUIDELINES ON GIFTS AND HOSPITALITY**

Bidders shall not offer gifts or hospitality to UNICEF staff members. Recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners are also prohibited.

### **4. LATE DELIVERY**

Without limiting any other rights or obligations of the parties hereunder, if the Contractor will be unable to deliver the services by the delivery date stipulated in the Contract, the Contractor shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the services and (ii) use an expedited means of delivery, at the Contractor's cost, if reasonably so requested by UNICEF.

### **5. RIGHTS OF UNICEF**

In case of failure by the Contractor to perform under the terms and conditions of this Contract, UNICEF may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

(a) procure all or part of the services from other sources, in which event UNICEF may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights UNICEF shall mitigate its damages in good faith;

(b) refuse to accept delivery of all or part of the services;

(c) terminate the Contract without any liability for termination charges or any other liability of any kind of UNICEF;

(d) for late delivery of services or for services which do not meet UNICEF's terms of reference/statement of work and are therefore rejected by UNICEF, claim liquidated damages from the Contractor and deducts 0.5% of the value of the services pursuant to a Contract per additional day of delay, up to a maximum of 10% of the value of the Contract. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities pursuant to this Contract.

## **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.

## **ANNEX IV: General Conditions of Contracts for the Services of Consultants / Individual Contractors**

### **1. Legal Status**

The individual engaged by UNICEF under this contract as a consultant or individual contractors (the "Contractor") is engaged in a personal capacity and not as representatives of a Government or of any other entity external to the United Nations. The Contractor is neither a "staff member" under the Staff Regulations of the United Nations and UNICEF policies and procedures nor an "official" for the purpose of the Convention on the Privileges and Immunities of the United Nations, 1946. The Contractor may, however, be afforded the status of "Experts on Mission" in the sense of Section 22 of Article VI of the Convention and the Contractor is required by UNICEF to travel in order to fulfill the requirements of this contract, the Contractor may be issued a United Nations Certificate in accordance with Section 26 of Article VII of the Convention.

### **2. Obligations**

The Contractor shall complete the assignment set out in the Terms of Reference for this contract with due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices.

The Contractor must respect the impartiality and independence of UNICEF and the United Nations and in connection with this contract must neither seek nor accept instructions from anyone other than UNICEF. During the term of this contract the Contractor must refrain from any conduct that would adversely reflect on UNICEF or the United Nations and must not engage in any activity that is incompatible with the administrative instructions and policies and procedures of UNICEF. The Contractor must exercise the utmost discretion in all matters relating to this contract.

In particular, but without limiting the foregoing, the Contractor (a) will conduct him- or herself in a manner consistent with the Standards of Conduct in the International Civil Service; and (b) will comply with the administrative instructions and policies and procedures of UNICEF relating to fraud and corruption; information disclosure; use of electronic communication assets; harassment, sexual harassment and abuse of authority; and the requirements set forth in the Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse.

Unless otherwise authorized by the appropriate official in the office concerned, the Contractor must not communicate at any time to the media or to any institution, person, Government or other entity external to UNICEF any information that has not been made public and which has become known to the Contractor by reason of his or her association with UNICEF or the United Nations. The Contractor may not use such information without the written authorization of UNICEF, and shall under no circumstances use such information for his or her private advantage or that of others. These obligations do not lapse upon termination of this contract.

### **3. Title rights**

UNICEF shall be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material created by the Contractor which bears a direct relation to, or is made in order to perform, this contract. At the request of UNICEF, the Contractor shall assist in securing such property rights and transferring them to UNICEF in compliance with the requirements of the law governing such rights.

### **4. Travel**

If UNICEF determines that the Contractor needs to travel in order to perform this contract, that travel shall be specified in the contract and the Contractor's travel costs shall be set out in the contract, on the following basis:

(a) UNICEF will pay for travel in economy class via the most direct and economical route; provided however that in exceptional circumstances, such as for medical reasons, travel in business class may be approved by UNICEF on a case-by-case basis.

(b) UNICEF will reimburse the Contractor for out-of-pocket expenses associated with such travel by paying an amount equivalent to the daily subsistence allowance that would be paid to staff members undertaking similar travel for official purposes.

## **5. Statement of good health**

Before commencing work, the Contractor must deliver to UNICEF a certified self-statement of good health and to take full responsibility for the accuracy of that statement. In addition, the Contractor must include in this statement of good health (a) confirmation that he or she has been informed regarding inoculations required for him or her to receive, at his or her own cost and from his or her own medical practitioner or other party, for travel to the country or countries to which travel is authorized; and (b) a statement he or she is covered by medical/health insurance and that, if required to travel beyond commuting distance from his or her usual place or residence to UNICEF (other than to duty station(s) with hardship ratings "H" and "A", a list of which has been provided to the Contractor) the Contractor's medical/health insurance covers medical evacuations. The Contractor will be responsible for assuming all costs that may be occurred in relation to the statement of good health.

## **6. Insurance**

The Contractor is fully responsible for arranging, at his or her own expense, such life, health and other forms of insurance covering the term of this contract as he or she considers appropriate taking into account, among other things, the requirements of paragraph 5 above. The Contractor is not eligible to participate in the life or health insurance schemes available to UNICEF and United Nations staff members. The responsibility of UNICEF and the United Nations is limited solely to the payment of compensation under the conditions described in paragraph 7 below.

## **7. Service incurred death, injury or illness**

If the Contractor is travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or is performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF's approval, the Contractor (or his or her dependents as appropriate), shall be entitled to compensation from UNICEF in the event of death, injury or illness attributable to the fact that the Contractor was travelling with UNICEF's prior approval and at UNICEF's expense in order to perform his or her obligations under this contract, or was performing his or her obligations under this contract in a UNICEF or United Nations office with UNICEF's approval. Such compensation will be paid through a third party insurance provider retained by UNICEF and shall be capped at the amounts set out in the Administrative Instruction on Individual Consultants and Contractors. Under no circumstances will UNICEF be liable for any other or greater payments to the Contractor (or his or her dependents as appropriate).

## **8. Arbitration**

(a) Any dispute arising out of or, in connection with, this contract shall be resolved through amicable negotiation between the parties.

(b) If the parties are not able to reach agreement after attempting amicable negotiation for a period of thirty (30) days after one party has notified the other of such a dispute, either party may submit the matter to arbitration in accordance with the UNCITRAL procedures within fifteen (15) days thereafter. If neither party submits the matter for arbitration within the specified time the dispute will be deemed resolved to the full satisfaction of both parties. Such arbitration shall take place in New York before a single arbitrator agreed to by both parties; provided however that should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, the arbitrator shall be designated by the United Nations Legal Counsel. The decision rendered in the arbitration shall constitute final adjudication of the dispute.

## **9. Penalties for Underperformance**

Payment of fees to the Contractor under this contract, including each installment or periodic payment (if any), is subject to the Contractor's full and complete performance of his or her obligations under this contract with regard to such payment to UNICEF's satisfaction, and UNICEF's certification to that effect.

## **10. Termination of Contract**

This contract may be terminated by either party before its specified termination date by giving notice in writing to the other party. The period of notice shall be five (5) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a total period of less than two (2) months and ten (10) business days (in the UNICEF office engaging the Contractor) in the case of contracts for a longer period; provided however that in the event of termination on the grounds of impropriety or other misconduct by the Contractor (including but not limited to breach by the Contractor of relevant UNICEF policies, procedures, and administrative instructions), UNICEF shall be entitled to terminate the contract without notice. If this contract is terminated in accordance with this paragraph 10, the Contractor shall be paid on a pro rata basis determined by UNICEF for the actual amount of work performed to UNICEF's satisfaction at the time of termination. UNICEF will also pay any outstanding reimbursement claims related to travel by the Contractor. Any additional costs incurred by UNICEF resulting from the termination of the contract by either party may be withheld from any amount otherwise due to the Contractor under this paragraph 10.

## **11. Taxation**

UNICEF and the United Nations accept no liability for any taxes, duty or other contribution payable by the consultant and individual contractor on payments made under this contract. Neither UNICEF nor the United Nations will issue a statement of earnings to the consultant and individual contractor.