

REQUEST FOR PROPOSAL (RFP)

20 December 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Pilot Performance-Based Financing Implementation for Youth-Friendly Health Services in Moldova

SEALED Proposals should be sent to:

UNICEF Moldova
LRPS-DSU-2016-9129487
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-2016-9129487– Technical

For Financial proposal the subject will be LRPS-DSU-2016-9129487– Financial

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2016-9129487** 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 (GMT+2) on **10 January 2017**. 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-2016-9129487** 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 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 institutional bidders to submit proposals for **Pilot Performance-Based Financing Implementation for Youth-Friendly Health Services in Moldova**

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: 23:59 (GMT+2) on **10 January 2017**

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 or via fax at 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 (GMT+2) on 10 January 2017

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-2016-9129487**

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 (GMT+2) on 10 January 2017** in one (01) e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2016-9129487– 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-2016-9129487– Financial**.

The official address for e-mail submission will be 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 submitted Financial Proposal, and do not provide a password until requested further.

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 9 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 10 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
 - 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 enveloped
 - 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-2016-9129487
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:

CATEGORY	POINTS
1. Technical Evaluation Criteria	70
Only proposals which receive a minimum of 60 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.:	

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

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. 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 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.

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

Pilot Performance-Based Financing Implementation for Youth-Friendly Health Services in Moldova

Duration: January 2017 – January 2018

Location: 4 selected districts

1. Background

Adolescents and young people aged between 10 and 24 years represent almost a quarter of the total population of Moldova¹. Today, they are exposed to a variety of risk factors that have negatively impact adolescents' health. Lack of education programs on life skills, easy access to alcohol, tobacco and illicit drugs, lack of parental supervision, migrant parents, limited opportunities for education and employment cause many issues for adolescents to face: sexually-transmitted infections, unwanted pregnancies, substance use, mental health and suicides. Recognizing their specific needs which have to be addressed in order to ensure positive adolescent health outcomes, the Ministry of Health of the Republic of Moldova has given, during the last 15 years, a high priority to developing youth-friendly health services (YFHS)².

In 2001, YFHS programme has been introduced as a mechanisms for promoting and protecting young people's health and development, with particular emphasis on needs of the most-at-risk adolescents and vulnerable groups. Starting with the establishment of three Youth Friendly Health Centres (YFHC) in 2001-2002 that were relying fully on the donor support, country has made continuous efforts to reform its youth-targeted health system: the National concept paper on Youth Friendly Health Service in Moldova was developed (2005)³, a network of 12 YFHCs across the country has been established (2005) with support provided by International Development Agency, the World Bank, and the Swiss Agency for Development and Cooperation⁴; existing YFHCs were integrated into the health care system as part of the primary health care (2007); National Health Insurance Fund (NHIF) started to reimburse services provided by YFHCs (2008); a nationwide scale-up of YFHS was implemented (2011-2015) with the establishment of at least one YFHC in each of the 35 administrative districts guaranteeing geographical access to services.

Currently, the structure of YFHS includes 38 YFHCs located in 35 districts and financed by the NHIF⁵. At the national level, the YFHS is coordinated by the MoH in cooperation Reproductive Health unit of the Mother and Child Institute and YFHC "Neovita" acting as a national resource centre. YFHCs are responsible for delivering the required package of health services targeted at young people: 1) sexual and reproductive health services, 2) general health services, 3) psychological counselling, 4) information, education and communication activities, 5) referrals, and 6) outreach work.

1 National Bureau of Statistics (2016)

2 Chandra-Mouli V, Baltag V, Ogbaselassie L (2013). *Strategies to sustain and scale up youth friendly health services in the Republic of Moldova*. BMC Public Health.

3 Ministry of Health. *Republic of Moldova: National concept paper on youth- friendly health services in Moldova*. Chisinau: Government of the Republic of Moldova; 2005

4 Bivol S, Thompson R, Pejic D. In: Baltag V, Mahieson A, editors (2010). *Youth friendly health services in Republic of Moldova in 2009 in youth-friendly health policies and services in the European Region*. Copenhagen: WHO Regional Office for Europe.

5 Ministry of Health (2016)

The YFHCs reached in 2015 approximately 172,000 young people (out of 573,700 eligible population aged 10-24 years), a significant increase from around 17,000 in 2011.

Despite these improvements and scale-up, quality and uptake of YFHS remain relatively low in many YFHCs. Financing mechanism has been identified as one of the barriers in ensuring that all young people in Moldova can obtain good quality health services that they need⁶. Both the level of allocation and the applied mechanism are not promoting performance of YFHS providers. The economic analysis of YFHS programme revealed that allocated funds do not cover budgets needed, estimating that provided resources fall short by 44% compared to the funding needs for good quality YFHS⁷. Allocations from the NHIF mainly cover staff costs and infrastructure. In some cases, certain costs related to YFHS provision (such as lab tests, consumables and tools needed for examination, medication) are borne by the visitors of YFHCs. Currently, there is no system in place to ensure that the complete package of services can be accessed free of charge in a systematic manner. In addition, funds are currently allocated on a per capita base and, thus facilities with a larger catchment area receive more resources and providers' performance is not encouraged and rewarded.

Considering the above, implementation of performance-based financing (PBF) has been identified as a strategy to support coverage and quality of YFHS. Such PBF can impact YFHS delivery in two ways: first by placing additional financial resources committed to YFHCs and secondly through the incentive effect to allocate resources to particular activities. Based on the results of the external review, building in a PBF component into the existing financing mechanism is one of the corrective actions that need to be taken to ensure improvement of the quality of YFHS. This strategy is supported by the MoH and NHIF, as well. At the same time, PBF approach is already used in the health system in Moldova. Thus, the primary care services receive prospective per capital allocations combined with retrospective extra payments for achieving certain performance indicators. A similar approach is to be applied to reward good performance of YFHCs and achieve YFHS coverage and quality improvement.

UNICEF Moldova has been provided continuous support to the MoH in establishing and developing YFHS from the inception phase. The efforts conducted and supported by UNICEF ranged from advocacy for policy development on YFHC, capacity building for service providers, development of national standards and norms for quality YFHS, development of regulatory framework of YFHS, revision of training programs for health professionals. In the context of developing quality assurance framework, instruction on monitoring the quality of services provided by the YFHC has been developed⁸. This covers a set of quality indicators as mechanism to measure performance of YFHCs, including the result indicators. However, there are no financial incentives attached to the quality indicators. Currently, UNICEF Moldova is committed to the implementation of the *Healthy Generation Project. Scaling-up YFHS in Moldova, Phase II*. Among the existing challenges for improving demand, access to and utilization of quality YFHS, the Project is addressing financial sustainability of YFHS under the strategic approach *Improvement of the legal, policy and regulatory framework*. Improvement of financial sustainability of YFHS includes development and implementation of performance-based funding, as well, that will ultimately lead to enlarging the spectrum of services provided by YFHS, their quality and coverage. In this regard, UNICEF will provide technical assistance to the MoH to develop the model of PBF for YFHCs.

2. Purpose of the institutional consultancy

The purpose of this institutional consultancy is to develop a performance-based financing formula for YFHS in Moldova, including clear criteria for assessment of performance as per international standards and applied quality indicators, to be integrated in the country health financing system and test implementation of the performance-based financing formula in 4 selected YFHCs in order to improve YFHS service delivery.

The consultancy is expected to be carried out over a period of 13 months from January 2017 till December 2017. The consultancy will be conducted in three phases: 1) development of the PBF formula for YFHS and preparatory activities for PBF implementation (first 3 months); 2) technical supervision and support to pilot PBF implementation in 4 selected YFHCs (9 months); and 3) assessment of the PBF pilot and planning scaling-up (final 1 month).

6 Carai et al. (2014). Healthy Generation. Scaling up Youth Friendly Health Services in Moldova. External review. Final Report.
7 Kivela J, Ketting E. *Economic analysis of youth friendly health services program in the Republic of Moldova. 2013. Commissioned by UNICEF and implemented by Qalys Health Economics.*

8 Ministry of Health, Order # 886 of 2013. http://www.ms.gov.md/sites/default/files/legislatie/868_din_31.07.2013-privind_organizarea_activitatii_cspt.pdf

3. Objectives of the consultancy

The objectives of this consultancy are:

- Design the PBF formula and criteria and SOPs for assessing the performance feasible for YFHS in Moldova to be integrated in the contractual arrangements between YFHS providers and National Health Insurance Company (NHIC), in line with international and regional practice of using PBF approach to improve health service delivery in terms of quality and uptake. Currently applied quality indicators are to be considered when defining the criteria.
- Prepare and conduct training on PBF implementation to ensure capacity building for successful piloting of PBF scheme in 4 selected YFHCs, based on the needs of each relevant institution and key persons to be involved in pilot implementation.
- Provide technical support and supportive supervision to involved institutions during the pilot phase of implementation in 4 selected YFHCs.
- Monitor pilot implementation of PBF scheme in 4 selected YFHCs and make adjustments to the PBF design if and when necessary.
- Assess the results of PBF pilot on YFHS delivery and provide recommendations to the MoH and National Health Insurance Company on implementing a PBF scheme for YFHS at the national level adapted to the country context.
- Based on the pilot results, adjust the PBF model to be submitted for endorsement to the MoH and National Health Insurance Company for implementation at the national level.
- Based on the pilot results, develop the Guideline on PBF scheme for YFHS in Moldova to provide assistance to MoH, HHIC, YFHS managers and service providers on practical aspects of PBF implementation.

4. Details of how the work should be delivered

To achieve the above-mentioned objectives, the technical support team, in close consultation with UNICEF, Ministry of Health, YFHS Resource Center Neovita and National Health Insurance Company, will prepare and conduct a pilot implementation of PBF scheme for YFHS. Proposed structure of the PBF pilot is provided below. The bidders may deviate from the proposed structure in their proposals providing justification for the adjustment.

Phase 1: Development of the PBF financing formula and proposed performance assessment tools for YFHS and initiate preparatory activities for PBF implementation

Design of the PBF pilot – the technical support team will design a model of PBF pilot for YFHS including, but not limited to, the following aspects:

- Organizational structure of the pilot: coordination, quantity evaluation, quality evaluation, purchaser, fund holder etc. Organizations/persons responsible for each function.
- PBF financing formula with clear contractual arrangements between parties, health services included in the pilot and their PBF unit prices
- Design performance assessment system, including quality indicators for YFHS providers, proposed monitoring mechanisms and tools, and relevant administrative procedures.
- Design pilot implementation plan, including M&E activities and feedback mechanisms.

Develop and propose viable M&E mechanism – considering the existing administrative arrangements within the health system, the technical support team will develop monitoring component of the PBF scheme to ensure proper operation of the incentive payment system. The M&E mechanism will address, but will not be limited to, the following aspects:

- Framework for effective monitoring of the YFHCs performance, including clear lines of responsibility between relevant institutions.
- Procedures, tools and timeframe for routinely collecting/reporting on incentive linked indicators.
- Procedures, tools and timeframe for regular audits/data validation.

Conduct validation round table – a round table discussion will be held with stakeholders, including MoH and National Health Insurance Company, aimed at following:

- To validate proposed PBF formula and implementation tools.
- To seek MoH and NHIC commitment to endorse the PBF scheme and approve regulation on PBF implementation.
- To ensure the ownership by the government, sustainability and financial viability of the PBF for YFHS.

Training and capacity building – the technical support team will ensure that there is sufficient capacity at all levels for PBF pilot implementation. In this regard, contracted institution will conduct following activities:

- Identify PBF training needs of each institution and key personnel participating in the pilot.
- Prepare and plan the training accordingly.
- Train all participants before the start of the pilot.

All pilot design, training and preparation activities should be completed during the first 3 months of the assignment.

Phase 2: **Technical supervision support to pilot PBF implementation in 4 selected YFHCs**

Implementation support – the technical support team will provide technical assistance to involved institutions during the PBF pilot implementation. In this regard, contracted institution will conduct following activities:

- Assist YFHS (pilot YFHCs, Neovita Resource Center and Institute of Mother and Child Health) and National Health Insurance Company in setting up and making operational PBF in 4 pilot YFHCs, through an advisory role. Provide dedicated supportive supervision to pilot YFHCs, including through site visits.
- Provide technical assistance to NHIC in applying PBF M&E tools, including through on the job training.
- Make adjustments to the PBF design when necessary.
- Provide additional training during the pilot when required.

Monitoring – the technical support team will ensure overall monitoring of the PBF pilot implementation. In this regard, contracted institution will conduct following activities:

- Ensure that medical and financial reporting baseline are available and appropriate.
- Develop in cooperation with Institute of Mother and Child Health and YFHS Resource Center Neovita and submit quarterly reviews and short status reports to UNICEF and MoH, including progress of the PBF pilot implementation.
- Conduct in cooperation with Institute of Mother and Child Health, develop and submit Midterm monitoring report to UNICEF and MoH, including progress of the PBF pilot implementation and status of operationalization of PBF scheme.
- Validate the Midterm monitoring report with four pilot YFHC, MoH, NHIC, UNICEF, YFHS Resource Centre Neovita and Institute of Mother and Child Health.

Phase 3: Assessment of the PBF pilot and planning PBF scaling-up.

Assessing results of the pilot implementation – the contractor will ensure measurement of the YFHS providers' response to PBF, in terms of changes in the quality and quality of services, and evidence generation of the PBF impact. In this regard, contracted institution will develop and present following:

- Ensure data collection to generate evidence on measured impacts of the PBF pilot, including the following aspects: volume and uptake of YFHS, quality of YFHS, equity of YFHS delivery (including access of most-at-risk adolescents), unit and total costs of YFHS.
- Submit Final assessment report to UNICEF and MoH, including costs and measured results.

Recommendations – the technical support team will develop recommendations to the YFHS Resource Center Neovita, Institute of Mother and Child Health, MoH and NHIC on implementing a PBF scheme for YFHS at the national level adapted to the country context. Recommendations will include lessons learned from the PBF pilot implementation, any necessary adjustments of the PBF design before scaling-up, estimations for budget impact of the scale-up, expected impacts of the scale-up.

Guideline on PBF implementation for YFHS in Moldova – the technical support team will develop a practical guideline to be used by YFHS providers and the funder (NHIC). The Guideline will include information regarding – but not limited to – general approach and main principles of PBF applied to YHFS; description of the institutional set up; performance framework, sample performance indicators and levels of incentives; payment mechanisms and contractual arrangements; structures and tools for data collection, auditing, and validation.

The PBF pilot will be tested in 4 selected YFHCs for the period of 9 months (tentatively April – December 2017); assessment of the results, development of recommendations and Guideline on PBF implementation will be conducted during the period of 1 month (tentatively by 31 January 2018).

Selected institution/organization will undertake a mix of in-country and distance mode of working based on the agreed work plan. The assignment will involve three in-country missions.

First mission will be dedicated to (i) conduct consultation session with national stakeholders on the developed PBF scheme and PBF pilot implementation plan (2-days event); (ii) conduct training session for YHFS providers and other relevant organizations on PBF pilot implementation (3-days event); (iii) conduct supervisory visits to 4 pilot YFHCs before starting pilot PBF implementation.

During the second mission, the contractor will (i) conduct supervisory visits to 4 pilot YFHCs at the midterm of pilot implementation; (ii) present main findings of the midterm review of PBF pilot implementation to key stakeholders (1 day meeting).

The third in-country mission will be aimed at (i) conducting supervisory visits to 4 pilot YFHCs at the final phase of PBF pilot implementation and (ii) presenting main findings of the final assessment of PBF pilot implementation and recommendations on PBF scaling-up to key stakeholders (1 day meeting).

5. Delivery dates (based on the work plan)

Nr.	Activity	Deliverables	Tentative deadlines*
1.	Conduct Needs assessment for technical assistance; Conduct a desk review of international and regional good practices, available national studies, evaluations and reports, relevant administrative data; Draft an inception report	<ul style="list-style-type: none"> • Work plan (with clear responsibilities, distribution of tasks, timeline, specifying the international and local travel planned, key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.) • Outline of the Guideline on PBF implementation for YFHS in Moldova • Outline of the PBF scheme 	Within 21 days from the contract commencement

		<ul style="list-style-type: none"> Inception report 	
2.	Design the PBF scheme for YFHS in Moldova; Consult draft PBF scheme with stakeholders for verification; Finalize the PBF scheme for YFHS in Moldova taking into account feedback and comments received	<ul style="list-style-type: none"> Draft PBF scheme including: PBF formula, criteria, tools for assessing the performance, M&E mechanism and Draft PBF pilot implementation plan, including M&E Conduct validation round table with national stakeholders Final PBF scheme including: PBF formula, criteria, tools for assessing the performance, M&E mechanism; Final PBF pilot implementation plan, including M&E 	Within 60 days from contract commencement
3.	Identify PBF training needs of each institution and key personnel participating in the pilot; Prepare PBF pilot implementation training; Conduct PBF pilot implementation training session (3 days) for YFHS providers, NHIF and other relevant stakeholders	<ul style="list-style-type: none"> Training plan; Training materials (ppt, handouts, etc); Training session conducted. 	Within 90 days from contract commencement
4.	Provide technical assistance to YFHS providers, Neovita Resource Center and Institute of Mother and Child Health included in the Pilot and NHIF during the PBF pilot implementation; Conduct supportive supervision to enable the pilot YFHCs	<ul style="list-style-type: none"> Timely and quality suggestions and comments on PBF pilot implementation challenges Adjustments to PBF design Supervisory visits to pilot YFHCs (3 visits in total to each of the 4 YFHCs) 	Within 10 days of request 1 st visit – within 90 days from contract commencement 2 nd visit – by the midterm of pilot implementation 3 rd visit – by the final stage of pilot implementation
5.	Ensure monitoring of PBF pilot implementation Develop status reports on progress of PBF pilot implementation Debrief key stakeholders on the progress of PBF pilot implementation	<ul style="list-style-type: none"> Quarterly status reports on PBF pilot implementation Midterm monitoring report Midterm review meeting Final assessment report Final review meeting 	Within 10 days from the end of each quarter Within 20 days after Q2 of pilot implementation Within 20 days after 9 months (Q3) of pilot implementation
6.	Provide recommendations on PBF approach for YFHS at the national level	Concrete recommendations on applying PBF approach to YFHS at the national level, including any	Within 13 months

		necessary adjustments of the PBF design before scaling-up, estimations for budget impact of the scale-up, expected impacts of the scale-up	
7.	Develop draft of the Guideline on PBF implementation for YFHS; Present draft Guideline to stakeholders for review; Finalize Guideline based on the comments and suggestions received	<ul style="list-style-type: none"> • Draft Guideline on PBF implementation for YFHS; • Draft Guideline presented to stakeholders; • Final Guideline. 	Within 13 months

* Exact deadlines will be mutually agreed upon contract signature.

6. Reporting requirements

The technical assistance will produce the following major outputs. Each product will be under review by UNICEF Moldova CO Health Officer and the Working group established by the MoH for approval. All deliverables will be prepared and presented electronically by Contractor in English. MoH and UNICEF will provide support for ensuring translation of the documents and reports in Romanian.

- Inception Report: will outline the technical support team's understanding of the PBF pilot for YFHS, along with a concrete action plan for undertaking the assignment. Specifically, the report will cover the following areas:
 - The purpose and context of PBF pilot;
 - general approach to PBF pilot design and implementation;
 - proposed methodology;
 - stakeholder mapping and institutional framework;
 - further thoughts on any other areas (e.g., risks and assumptions, preconditions for selected pilot YFHCs, etc.);
 - detailed Work plan and timeline; and,
 - outline for the PBF scheme.
- PBF scheme for YFHS: considering the existing challenges that new financing model has to address, will incorporate, but not limited to, the following aspects:
 - Organizational structure of the PBF: coordination, quantity evaluation, quality evaluation, purchaser, fund holder etc. Organizations/persons responsible for each function;
 - Contractual arrangements between parties;
 - Health services included in the pilot and their PBF unit prices, with the available budget. Special attention should be paid to financial sustainability of the PBF scheme;
 - Quality indicators for YFHS providers, how these are incorporated in the PBF payments and well-defined pay-for-performance monitoring framework;
 - Administrative procedures: reporting, verification, authorization, payments etc.;
 - Measures to safeguard transparency, accountability and good governance;
 - PBF pilot implementation plan, including M&E.
- Training materials: will include agenda for a 3-days training on PBF implementation for YFHS providers; presentations with general concept and practical aspects of PBF implementation; handouts and other training materials.
- Quarterly status report: will reflect findings of the supervisory visits and progress of the PBF pilot implementation.

- Midterm monitoring report: will reflect status of operationalization of PBF scheme, challenges during the pilot implementation, recommendations on adjusting PBF design. Presentation on the midterm results, delivered in person.
- Final assessment report: will reflect the results of PBF pilot implementation, including the impact on volume and uptake of YFHS, quality of YFHS, equity of YFHS delivery (including access of most-at-risk adolescents), unit and total costs of YFHS. Presentation on the assessment results, delivered in person.
- Recommendations: as a component to the Final assessment report, a set of concrete recommendations to the stakeholders on applying a PBF scheme for YFHS at the national level, including lessons learned from the PBF pilot implementation, any necessary adjustments of the PBF design before scaling-up, estimations for budget impact of the scale-up, expected impacts of the scale-up.
- Guideline of PBF implementation: practical tool to be use by YFHS providers for applying effectively PBF scheme. The Guideline will include information regarding – but not limited to – general approach and main principles of PBF applied to YHFS; description of the institutional set up; performance framework, sample performance indicators and levels of incentives; payment mechanisms and contractual arrangements; data collection, auditing, and validation.

7. 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 with UNICEF and with counterparts.

8. Qualifications and experience

Institution/Company:

- National or international consultancy company/organization with profile in healthcare policy and financing;
- Minimum of 5 years of experience in international consulting;
- Demonstrated experience in design and implementation of similar PBF projects;
- Significant knowledge and understanding of youth health programmes in Eastern Europe;
- Experience in providing trainings and capacity building on healthcare financing, preferably including on PBF.
- Previous work with UNICEF or other UN agencies is an asset.

Lead international consultant:

- University Degree in a relevant field: public health, health economy or related field;
- Minimum of 5 years of relevant professional experience in the area of health financing, including PBF;
- Minimum of 5 years of proven experience in project management;
- Demonstrated capacity to design and support implementation of PBF projects;
- Demonstrated experience in preparing and conducting capacity building activities;
- Familiarity with youth health services and programmes is an asset;
- Excellent command of English, both oral and written; Romanian language would be an asset, but not mandatory;

- Excellent communication, writing and reporting skills.

Suggested composition of the technical support team would include three experts: Team leader, Health economist, and Technical advisor. The bidders may deviate from the proposed composition of the team, providing justification for the changes.

9. Content of technical proposal

Structure of the Technical Proposal

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

- Corporate 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 dependencies and assumptions

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 similar project and assignment – List all similar projects they worked on and their roles on those project.
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
- Quality assurance mechanism and risk mitigation measures put in place

10. Financial Proposal

The financial proposal shall indicate total budget estimated in USD, payment terms, as well as a detailed breakdown of budget items (professional fees, travels, miscellaneous, etc.). Payments are based on outputs, i.e. upon delivery of the services specified in the TOR.

Institute of Mother and Child Health and MoH will provide a local assistant and ensure all translations related to the project activities. All logistical arrangements related to the meetings planned under this assignment will be the responsibility of the local assistant as well. The costs related to these activities does not have to be included in the financial proposal.

11. 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 and prior experience of Contractor relevant to this assignment	Minimum of 5 years of experience in international consulting	5
	Overall concord between RFPS requirements and proposal	5
Maximum Points		10
Key Personnel qualifications	Range and depth of experience with similar projects, including PBF design and support of implementation	20
	Key personnel: relevant experience and requested qualifications	5
	Minimum of 5 years of relevant professional experience in the area of health financing, including PBF. References	5
	Experience in providing trainings and capacity building	10
Maximum Points		40
Proposed Work process plan and approach	Overall approach for developing and implementing PBF pilot	10
	Project management, monitoring and quality assurance process	10
Maximum Points		20
Total Maximum obtained for Technical Criteria	(Note: the total maximum score must be equivalent to the weight assigned to the technical score)	70
Minimum score for technical compliance		60

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).

12. Payment schedule

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

- 15 per cent upon the submission of the inception report
- 25 per cent upon the submission of the PBF scheme and pilot implementation plan
- 20 per cent upon the submission of training report
- 20 per cent upon the submission of midterm report.
- 20 per cent upon the submission of final report with recommendations and guideline on PBF implementation

13. Definition of supervision arrangements

The selected Contractor will work under direct supervision of the Health Officer in UNICEF Moldova CO. All activities and deliverables will be discussed and planned in consultation with 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 so as to achieve objectives of the assignment, as well as remain aware of any upcoming issues related to expert's performance and quality of work.

14. Description of official travel involved

The assignment will require both international and local travels. A travel plan will be included in the first set of deliverables submitted by the selected organization. All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum and detailed breakdown by expenditure type).

15. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Health, National Health Insurance Company, Director of the Neovita Resource Center, Institute of Mother and Child Health and other relevant stakeholders, and will provide timely feedback to all deliverable to be presented by the contracted organization. If need be, UNICEF will provide support in contacting other relevant stakeholders during the assignment.

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.