

## **REQUEST FOR PROPOSAL (RFP) LRPS-DSU-2017-9130894 - Extended**

**27 March 2017**

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

Wishes to invite you to submit a proposal for

**Consultancy for the Development of the National Action Plan for the implementation of the Cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2017-2022**

**SEALED Proposals** should be sent to:

UNICEF Moldova

LRPS-DSU-2017-9130894

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-2017-9130894 – Technical

For Financial proposal the subject will be LRPS-DSU-2017-9130894 – Financial

### **IMPORTANT – ESSENTIAL INFORMATION**

The reference **LRPS-DSU-2017-9130894** must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

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

The Proposals **MUST** be received at the above address by latest 17:00 (Moldova time) on **26 April 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-2017-9130894** 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 obtain proposals for **Consultancy for the Development of the National Action Plan for the implementation of the Cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2017-2022**

### 1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

1. Closing date and time for submission of full proposal: 17:00 (GMT+3) on **26 April 2017**
2. Bid Opening Date: 27 April 2017
3. Technical evaluation completed within 2-3 weeks from the date of Bid Opening
4. Financial evaluation completed within 1 week from the date of Technical Evaluation completion
5. Anticipated Institutional/Corporate Contracts Award Date within 2 weeks after Financial Evaluation completion

### 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 37322-02-44. 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 17:00 (GMT+3) on **26 April 2017** in one 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-2017-9130894**  
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 the Annex I, Paras 9 and 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 than 17:00 (GMT+3) on **26 April 2017** in one separate e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2017-9130894 – Technical** and another separate e-mail for the **Price Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2017-9130894 – Financial**. **Please password-secure the PDF file containing Price Proposal or compress it with ZIP archiver with password protection and do not provide the password until requested further.**

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, or compress it with ZIP archiver with password protection; 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 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 paragraphs 9 and 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 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  
LRPS-DSU-2017-9130894  
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 60 points will be considered further.

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

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

**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. The contract will be signed in MDL using the valid UN exchange rate if the winning company is a Moldova resident.

### **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**

**Duration:** 6 months period, April 2017 – September 2017, with possibility of extension

### **1. Background**

Positive and supportive parenting is essential for the physical and mental development and wellbeing of children from early years, throughout childhood and adolescence and into adulthood. It is integral to a secure, safe and nurturing home environment and includes providing a positive role model, setting appropriate boundaries and applying them consistently.

Children who grow in a secure, loving and nurturing home environment are better able to withstand life's challenges and achieve their full potential. Consistent positive parenting helps to develop strong self-control, reduces risks and builds the resilience to cope with setbacks. Effective parenting has long-term benefits for children, communities and the country as a whole. Research also proves that poor parenting practices have been associated with adolescent emotional and behavioural problems.

Based on research findings<sup>1</sup> there is a need to improve parenting skills in Moldova. For example the 2009 ECCD KAP study<sup>2</sup> highlights little progress in the number of families applying positive care practices. Major findings of the research show that while the indicator on parents playing with their children is over 90%, the two others findings on knowing danger signs (83% in 2003 versus 81% in 2009) and regularly reading to children (30% in 2009 versus 37% in 2003) have reversed. Only 5% of families consider that children with disabilities should attend the kindergarten and no more than 46% of families would allow their children to play with a child who has a disability. More than 20% of families are not accepting the disabilities of their own children and prefer to keep them in boarding schools. Physical punishment is wide-spread, with children under 1 year being beaten in 16% of cases and 6-7 year old children in 57% of cases.

Parents face additional problems in their communication with the teenagers. Adolescence is a critical time of human development, when young people develop the skills they need to make a living, raise a family, maintain a circle of supportive friends and meet other challenges of life. Adolescence is also the time when many behavioural and psychological problems arise — toxic substance use, delinquency, depression, risky sexual behaviour, academic failure, and school dropout. Parents have very limited skills on how to deal with the changes in teenagers; how to deal with high-risk situations, such as drug and alcohol use and how to discuss sexuality related issues with teenagers. The data of the Study on Knowledge, Attitudes and Practices of Adolescents<sup>3</sup> (2012), shows that every third adolescent has learned about pregnancy related issues, contraception and STIs from the Internet, and even more of them from their peers. At the same time, adolescents are eager to receive more information on these topics from parents and professionals (health workers and teachers).

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1 National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

2 National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

3 Study on Knowledge, Attitudes and Practices of Adolescents, UNICEF, 2012

Parenting skills need to be improved among young parents, particularly those in rural areas or coming from disadvantaged families, as parents who lack parenting knowledge and skills, are unable to provide their children with the full necessary conditions for their adequate development. As a result, school preparedness of these children is quite low and has a direct impact on their learning outcomes, school attendance and heightens the risk of future drop-out.

More literate, educated and economically better-off parents and caregivers adopt more positive care practices compared to poorer families<sup>4</sup>, indicative of the need to sharpen the focus on the most vulnerable families including the Roma.

As outlined in UNICEF – Government of Moldova Country Programme of Cooperation 2013-2017 and Annual Work Plan, UNICEF supports the Government in the on-going reforms of the education, health and child protection sectors through provision of technical assistance in the elaboration and revision of developmental policies.

In order to improve care-givers' knowledge and skills on positive parenting, UNICEF supported the Government of Moldova to develop a cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2016-2022, which was officially approved in July 2016. Following to this, UNICEF has taken the commitment to support the development of an inter-sectoral mid-term Action Plan on Parenting.

In this context, UNICEF is seeking an experienced institution or company with diverse team of experts to provide support to the Ministry of Education (MoE) in developing, in close coordination with other line ministries (Ministry of Labour, Social Policy and Family (MLSPF) and Ministry of Health (MoH) an inter-sectoral mid-term Action Plan on Parenting supporting the implementation of the National Strategy on Developing Parental Abilities and Competencies (2016-2022) (The Parenting Strategy). The Action plan will be aligned to the provision of the Parenting Strategy, to international practices and to the Council of Europe recommendations on positive parenting.

The Council of Europe defines positive parenting as "parenting behaviour based on the best interests of the child that is nurturing, empowering, non-violent and provides recognition and guidance which involves setting of boundaries to enable the full development of the child. The goal of policy and measures should be the harmonious development (in all its dimensions) and proper treatment of children, with due regard for their fundamental rights and dignity. As a priority, measures should be taken to eliminate all child neglect and abuse and physical or psychological violence (including humiliation, degrading treatment and corporal punishment)." <sup>5</sup>Such recommendation recognizes that parenting should be incorporated in public policies and states shall take all the necessary measures for supporting parenting and creating the conditions necessary for *positive parenting*. This recognizes that parenting plays a fundamental role in society and for its future<sup>6</sup>.

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4 National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

5 Council of Europe (2006). Recommendation 19 on policy to support positive parenting

6 Ibid

The Council of Europe recommended<sup>7</sup> that key messages on positive parenting should be issued to all parents and persons providing care and involved in the upbringing of a child on a daily basis (such as caregivers or school staff). These messages should make clear how the child is to be respected as a person and how his/her participation should be promoted, and that parents have rights as well as responsibilities. Key messages should be drawn up on the basis of consultation with all the stakeholders involved, especially parents, service providers and children, and be monitored to ensure that they are effective and are being adhered to.

## **2. Purpose of the institutional consultancy**

The purpose of this institutional/individual consultancy, under UNICEF supervision, is to provide technical expertise and assist the Ministry of Education and other relevant line ministries and stakeholders in developing a cross-sectoral mid-term Action Plan to the National Strategy on Developing Parental Abilities and Competencies, 2016-2022.

It will contribute to the impact result of improving positive parenting skills and reducing harsh and abusive parenting practices among parents or primary caregivers of children (0-18 years).

The consultancy is expected to be carried out within a six months period, starting from March 2017 and ending in August 2017, which possibility of extension as required.

## **3. Objectives of the institutional consultancy**

The objectives of this institutional consultancy will be:

- Conduct initial consultations with relevant stakeholders (including but not limited to MoE, MLSPF and MoH) to agree key steps for developing the Action Plan to the Parenting Strategy;
- Through consultative process, involving key technical experts from ministries, CSO and adolescents, develop the Action Plan and key activities based on key strategic objectives of the Parenting Strategy;
- Develop a clear robust Monitoring and Evaluation framework to the Action Plan;
- Provide and estimated cost to each activity of the Action Plan;
- Ensure the meaningful involvement of children and adolescents in the development of the Action Plan and its M&E framework.

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

To achieve the above-mentioned objectives, the selected institution/company, in close consultation with the Ministry of Education, Ministry of Labour and Social Policy and Ministry of Health and under the guidance of UNICEF will:

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<sup>7</sup> Ibid

- Familiarize with the cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2016-2022 and other resources<sup>8,9,10,11,12,13,14,15,16,17,18,19</sup>;
- Use Government guidelines to Develop the template of the Action Plan;
- Organize consultations and participatory meetings with national and local stakeholders, including Office of the Prime Minister, State Chancellery, Parliament, and National Committee for Protection of Children Rights, academia, Civil Society Organizations, parents/caregivers, children/adolescents, private sector and United Nations Organizations;
- Develop the Action Plan to the Parenting Strategy

Monthly meeting with UNICEF will ensuring quality control and will provide relevant technical and programmatic recommendations to the process and the Action Plan.

## 5. Deliverables and delivery dates

Nr.	Activity	Deliverables	Tentative deadlines
•	Develop a comprehensive plan on how the work will be completed  Consult it with UNICEF, Ministry of Education and other key stakeholders	– Inception report  To include: <ul style="list-style-type: none"> <li>• Specific activities and tasks</li> <li>• Estimated timeline and deliverables form each activity/task</li> <li>• Proposed composition of the team</li> <li>• Division of the work between various team members</li> <li>• Proposed outline of the Action Plan</li> </ul>	5 working days
•	Conduct initial kick-off consultative meetings	– Refined Outline of the Action Plan	5 working days

8 Council of Europe (2006). Recommendation 19 on policy to support positive parenting

9 Loizou, E. (2013). Empowering Parents Through an Action Research Parenting Program. *Action Research*, 11(1), 73-91.

10 MICS, 2012

11 Strategy on Child Protection for 2014–2020, approved by Government Decision No. 434 , of 10.06.2014.

12 Code of Education and Sectoral Education Strategy 2020

13 Strategy on children's and adolescents' health and development in the Republic of Moldova for 2014-2024

14 Tobolcea, I., Soponaru, C. (2013). The Attitude towards Parenting Programmes Involving Children with Disabilities. *Revista de Cercetare si Interventie Sociala* , 41, 129-143.

15 Law 147/1999 on the Protection of Children and Young People at Risk (Portugal).

16 National Strategy for Parenting Support, 1999 (Sweden).

17 Maher, E.J., Corwin, T.W, Hodnett, R., Faulk, K. (2012). A Cost-Saving Analysis of State-wide Parenting education Program in Child welfare. *Research on Social Work Practice*, 22(6), 615-625.

18 Programme for inclusive education development in the Republic of Moldova for 2011-2020

19 National Programme for promotion of healthy lifestyles for 2007-2015, approved by Government Decision No. 658 of 12.06.2007

<ul style="list-style-type: none"> <li>• Through a consultative process develop a first draft of the Action Plan</li> </ul> <p>The action plan will need to include robust M&amp;E framework with realistic indicators, targets and timelines to measure progress, output and outcomes and specifying clearly accountabilities of relevant Ministries for completion of the tasks</p> <p>Clear budget against each activity will be developed as well</p>		<ul style="list-style-type: none"> <li>○ Weekly updates to UNICEF on the progress of the work provided</li> <li>– Draft Action Plan submitted to UNICEF for review</li> <li>– Additional amendments</li> <li>– Draft Action Plan submitted for review to MoE and cross-sectorial working group on parenting working under the supervision of the National Council for Protection of Children's Rights</li> </ul>	<p>20 working days</p> <p>3 working days</p>
<ul style="list-style-type: none"> <li>• Revise the Action plan based on the recommendations received from UNICEF, MoE, MLSPP, MoH and cross-sectorial working group on parenting chaired by the National Council for Protection of Children's Rights</li> </ul>		<ul style="list-style-type: none"> <li>– Second draft Action Plan with SMART M&amp;E framework submitted to UNICEF and the cross-sectorial working group on parenting</li> </ul>	<p>5 days</p>
<ul style="list-style-type: none"> <li>• Translate the draft Action Plan into Russian and Romanian</li> </ul>		<ul style="list-style-type: none"> <li>– Translated version of the Action Plan into Russian and Romanian submitted to UNICEF</li> </ul>	<p>4 working days</p>
<ul style="list-style-type: none"> <li>• Organize three regional consultative workshops in mutually agreed locations and in Chisinau</li> </ul> <p>Organize children's/adolescents' consultations</p>		<ul style="list-style-type: none"> <li>– Consolidated brief document summarizing comments from consultative workshops with youth and in 3 rayons and Chisinau submitted to UNICEF and other stakeholders</li> <li>– Revised third draft Action Plan submitted to UNICEF for</li> </ul>	<p>10 working days</p>

	Consolidate comments from the consultative workshops  Revise the draft Action Plan	quality control and then to MoE , MLSPF, MoH and cross-sectorial working group on parenting chaired by the National Council for Protection of Children's Rights for review	
•	Organise a validation workshop at national level	– Consolidated brief from validation workshop	3 working days
•	Incorporate final amendments based n validation workshop recommendations as required  Produce Final draft Action Plan	– Final draft Action Plan (available in Romanian, English and Russian) submitted to UNICEF in Word format, electronic version.	3 working days
	<b>TOTAL:</b>		58 working days

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

All deliverables will be submitted electronically in Word format to Deputy Representative and ECD Officer.

## 6. Reporting requirements

- Institutional/Corporate Vendors or Individual Contractor/Consultants will directly report to UNICEF Deputy Representative and ECD Officer. Completion of tasks in the work plan and terms of reference;
- Monthly meetings with supervisors and other relevant UNICEF staff.

## 7. Performance indicators for evaluation of results

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

- Completion of tasks specified in the ToR and jointly agreed work plan;
- Compliance with the established deadlines for submission of deliverables;
- Demonstration of high standards of work with UNICEF and with counterparts;
- Quality of work:  
The National Action Plan should:
  - Establish concrete responsibilities and accountabilities of - a) Education, Health and Child protection systems); b) relevant professionals in different systems which will be in charge of improving parental knowledge and skills;

- Provide timelines for relevant amendment in regulatory and normative framework (legislation, by-laws, rules, regulations) and/or job descriptions to ensure accountability and make possible implementation of specific actions;
- Describe existing services (health; education; social assistance and culture) through which caregivers will be reached and/or propose additional services/programmes to be developed;
- Describe clear methods for monitoring of the performance of relevant workers/professionals and specify provisions for routine reporting by relevant structures and the system as a whole (Include provisions that the work of relevant professionals is assessed, recognized, supported, and remunerated based on performance);
- Describe clear requirements for monitoring and evaluation against Action Plan indicators;
- Provide clear timelines for the roll out and implementation of the action plan throughout the country
- Provide guidance on specific methodologies to be applied or developed on how to build parents capacities in sustainable manner (underpin key principles such as a non-judgmental and non-stigmatizing orientation, participatory and strengths-based approach, accessible services for all and early intervention services for the most vulnerable);
- Ensure that activities and responsibilities by the systems include continuous communication and counselling of both parents and other caretakers
- Ensure that gender equality is an inherent part of the developed actions
- Ensure that positive child disciplining is included in parental capacity building by the systems
- Describe relevant mechanisms through which parents and caregivers will ensure easy access to clear, concise information on everything from pregnancy to the teenage years and beyond;
- Provide clear standard operating procedures for each system on how to intervene and act when children, their parents or families are in a vulnerable situation;
- Provide clear guidance and define standardized procedures ensuring effective inter-sectoral service collaboration and clear methodology for reporting cross-sectoral results;
- Identify additional programs through which parental skills can be built (e.g. of CSOs)
- Provide clear guidance for strengthened cooperation with initiative groups and civil society organisations in implementing parenting programmes.
- Ensure all activities are aligned with international guidelines and recommendations

The following principles should underpin expected deliverables:

- frame parenting policies within a children's rights approach as defined by the United Nations Convention on the Rights of the Child (UNCRC) and recognize children and young people as citizens in their own right;
- recognize and respect diversity in relation to family composition and size, cultural, gender and other differences, in keeping with the best interest of the child;
- respect child's right to be heard and ensure that the views and experiences of children and parents are taken into account in the development of services and policies that affect them;
- build upon existing strengths of parents and further stimulate their participation in child development and children's life ;
- provide universally accessible support to families, which is non-stigmatizing in its approach, and ensure targeted services for those most in need; the so called "progressive universalism" – support for all, with more support for those who need it most – seem to be the most suitable way forward.

## 8. Qualifications and experience

### **Institution/Company or Joint Venture/Consortium/Association:**

- International/national company or joint venture/consortium with experience in developing human rights related policies and guidelines;
- Ability to ensure engagement of experts from variety of technical fields (education and child protection system specialists)
- Minimum of 5 years' experience with human rights based strategic planning
- Previous experience in developing policies, guidelines or strategies is an advantage (written samples are required);
- Demonstrated experience in the CEE/CIS region including Moldova;
- Previous work with UNICEF or other UN agencies is an asset.

### **Team leader:**

- Advanced University Degree in Education, Child protection, Social Sciences, Human Rights or related field;
- Minimum of 7 years of relevant professional experience in strategic national planning in the social areas ;
- Proven experience in developing policies, programs, and/or guidelines for social sectors and/or programs;
- Demonstrated experience in the CEE/CIS region including Moldova is a strong asset;
- Excellent command of English, both oral and written;
- Working command of Romanian and/ or Russian is a strong asset.

### **Team members:**

The team should be composed of a total of four (4) technical experts, including the team leader with the following profile:

- Two (2) technical subject experts each one with a specific profile in Education and Child Protection. The team leader will have one of the respective technical profiles.
- One (1) team member with strong monitoring and evaluation skills
- One (1) team member with strong skills in public finance and budgeting for governmental institutions

Required qualifications of team members:

- Advanced University Degree in Education, Social Sciences, Finance, Economics, Human Rights and related field;

- Minimum of 5 years of relevant professional experience in the area of child development, child protection, education or health. Previous engagement in positive parenting programs is an asset;
- Minimum of 5 years of relevant professional experience in monitoring and evaluation field (especially for state run programs) and in the field of state budgeting;
- Proven experience in developing child development and/or child rights related policies, programs, and/or guidelines for social sectors and/or programs specifically focusing on strengthening parental skills (for the specialists in Education and Child Protection);
- Proven experience in budgeting policies (for the Finance specialist);
- Proven experience in developing M&E component of policies (for the M&E specialist);
- Proven knowledge of international human and child rights standards (United Nations and European Union standards);
- Experience in working with the Government of Moldova and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with parenting, education, health and the child protection system(s) in Moldova;
- Experience in working with children deprived of parental care will be an asset;
- Excellent command of Romanian or Russian, both oral and written will be an asset;
- Working knowledge of English is a minimum, good command of English is a strong asset, both oral and written.

### 8.1. Requirements for applying Joint Venture, Consortium or Association

8.1.1. If the Proposer is a group of legal entities that will form or have formed a joint venture, **consortium** or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a Joint Venture Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNICEF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

8.1.2. After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNICEF. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

8.1.3. The description of the organization of the joint venture/**consortium**/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the

RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNICEF.

8.1.4. Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

8.1.5. Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

8.1.6. If a joint venture's Proposal is determined by UNICEF as the most responsive Proposal that offers the best value for money, UNICEF will award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## 9. Content of technical proposal

### Structure of the Technical Proposal

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

- Corporate Profile (team 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
- Joint venture/consortium/association description and documents required as provided by para. 8.1. above
- 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.
- Two 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.

## 10. Financial Proposal

The financial proposal shall indicate total budget estimated in USD, as well as a detailed breakdown of budget items (Translation costs if applicable, costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC).

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.

## 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
<b>Overall Response</b>	Completeness of submission and	5
	Overall concord between RFPS requirements and proposal	5
<b>Maximum Points</b>		<b>10</b>
<b>Company and Key Personnel</b>	Range and depth of experience with similar projects	10
	Number of projects, number of staff per project, Client references	5
	Key personnel: relevant experience and qualifications	10
<b>Maximum Points</b>		<b>25</b>
<b>Proposed Project Methodology and Approach</b>	Project description and proposed methodology - compatibility with UNICEF	20
	Project management, monitoring and quality assurance process	15
<b>Maximum Points</b>		<b>35</b>
<b>Total Maximum obtained for</b>	(Note: the total maximum score must be equivalent to the weight assigned to the technical score)	<b>70</b>

<b>Technical Criteria</b>		
<b>Minimum score for technical compliance</b>		<b>60</b>

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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:

- 10 percent upon submission of Inception report
- 30 per cent upon the submission of the first complete draft Action Plan with M&E framework and budget
- 30 per cent upon the submission of the Third Draft Action Plan
- 30 per cent upon the submission of Final Action Plan (available in Romanian, English and Russian).

## 13. Definition of supervision arrangements

The development of the Action plan will be done under the UNICEF's Deputy-Representative and relevant officers' supervision. 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/ or non-formally registered teams of consultants 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.

## 14. Description of official travel involved

The consultancy will require both international and local travels. A travel plan will be included in the first set of deliverables submitted by the selected organization. Travel costs 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 the International Civil Service Commission (ICSC). All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum).

#### **15. Support provided by UNICEF**

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Education, Ministry of Labour, Social Protection and Family, Ministry of Health, Ministry of Justice, Ministry of Culture, Ministry of Youth, Ministry of Environment, Office of the Prime Minister, State Chancellery, Parliament, 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 implementation of the project.

## **ANNEX II - 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.