

REQUEST FOR PROPOSAL (RFP) LRPS-DSU-2017-9131756

16 May 2017

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Study on Inclusion of Children with Disabilities in Education

SEALED Proposals should be sent to:

UNICEF Moldova

LRPS-DSU-2017-9131756

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-2017-9131756 – Technical

For Financial proposal the subject will be LRPS-DSU-2017-9131756 – Financial

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2017-9131756** 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 **4 June 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-2017-9131756** 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 assessment of the outcomes from inclusion of children with disabilities in education in the Republic of Moldova.

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 **4 June 2017**
2. Bid Opening Date: 5 June 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 / via fax at [37322-22-02-44](tel:37322-22-02-44). Please make sure that the e-mail or fax mentions the RFP reference number.

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

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. All changes to a proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier proposal, or state the changes from the original proposal. Proposals may be withdrawn on written request received from bidders prior to the opening time and

date. Bidders are expected to examine all instructions pertaining to the work. Failure to do so will be at bidder's own risk and disadvantage.

1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later than 17:00 (GMT+3) on **4 June 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-2017-9131756**
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 **4 June 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-2017-9131756 – 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-2017-9131756 – 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. 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 1.6.6. 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 structured as per but not limited to 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 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-2017-9131756
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 50 points will be considered further.

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

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

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 MDL**. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization. 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: June – December 2017

Location: Chisinau and selected districts

1. Background

The Republic of Moldova has made considerable progress in recent years in the area of education, especially in the area of inclusion of children with disabilities and of children with special educational needs in regular schools.

As a legacy from the Soviet past, even after independence, children with disabilities, were and sometimes still are sent to special schools. In 2011, the Government approved the Programme for Development of Inclusive Education in the Republic of Moldova for 2011-2020. Subsequently, a Minimum Inclusive Education Package that includes resource centres and support teachers at school level was created, followed by adjustment of the per-pupil funding formula to provide for 2% of the total amount for inclusive education.

Posts for Psycho-pedagogical assistance services (PAS) were created in all the districts of the country and the Republican Centre for Psycho-pedagogical Assistance (RCPA) to support inclusion of children with disabilities in regular schools.

This set the basis for promotion of inclusive education and the situation has improved slowly but steadily in the recent years. At present there are more than 10,000 children with disabilities and children with special education needs in regular schools, showing a four fold increase since 2012/2013. At the same time, the number of children with disabilities in special schools decreased by 35% reaching 1033.

Children with severe disabilities are still among the most excluded from education, being kept at home or in homes for children with severe disabilities, with very little or no education at all. For instance, girls with severe disabilities are in the home for children with severe disabilities in Hancesti, and boys are in the home in Orhei.

Inclusion of children with severe disabilities in regular schools is still difficult due to many reasons, including the attitude of parents of typical children, teachers and other professionals and pupils toward having children with disabilities in regular classes.

While parents are concerned about the teachers' capacity to manage time effectively during classes when there are children with disabilities in the respective classes, the teachers are concerned about not knowing how to address the needs of children with disabilities in regular classes. There are limited instruction and knowledge on how to assess children with disabilities' performance.

UNICEF has been supporting the Government in the efforts for promotion of inclusive education, including by generating data for evidence planning of interventions and monitoring of progress.

Studies looking into different aspects of inclusive education exist. However, they do not provide sufficient information about the level and quality of education children with disabilities placed in children's homes receive and on the learning outcomes of children with disabilities included in regular schools. Studies as well have not measured the level of change (or lack of) in opinion of pupils, teachers and parents on inclusion of children with disabilities in regular classes and how the promotion of inclusive education in the country influenced and/or changed their opinion.

To answer these questions, UNICEF Moldova will contract a company to conduct a study on inclusion of children with disabilities in education.

The study is intended as an end line study that will assess progress achieved on inclusion of children with disabilities in regular schools and pre-schools. The study will build upon findings of the previous study *Inclusion of children with disabilities in the education system* conducted in the framework of the project *Promotion of inclusive*

education at local level through changing attitudes towards children with disabilities implemented by IDIS Viitorul in partnership with UNICEF Moldova in 2013. The end line study will use the same methodology as used in the initial study to ensure comparability of the data and identify progress achieved. Additionally, the study will assess specific outcomes for children and how inclusion in education benefited children with disabilities.

2. Purpose of the institutional consultancy

The purpose of this institutional consultancy is to assess the outcomes from inclusion of children with disabilities in education in the Republic of Moldova.

The study will:

- analyse the policies, procedures and existing practices regarding inclusion of children with disabilities in regular classes/preschool groups,
- assess parents'/caregivers' attitudes/opinions regarding inclusion of children with disabilities in regular classes/preschool groups and compare the results with the data of the 2013 study (https://www.unicef.org/moldova/resources_19621.html; https://www.unicef.org/moldova/resources_19620.html) (same methodology of 2009/2013 assessments to be used),
- look into the practices for evaluation of children's learning outcomes, and determine, in consultation with children and teachers, if children learn and progress after deinstitutionalisation and/or integration in regular classes
- look into the education practices in children's homes and assess children's learning achievements

The consultancy is expected to be carried out within a period of 7-months in the period, June - December 2017 adjusted in accordance with the school year (school year summer break is from 1st of June till 31st August) .

The results of the study will:

- inform central and local governments, professionals, parents/caregivers and general public about the strong and weak parts of the inclusion of children with disabilities in regular classes/preschool groups, recommend better ways of doing it, engage them in public dialogue on further promotion of inclusive education
- support the review of the implementation of the programme for development of inclusive education 2011-2020 and plan of action for inclusive education, identify bottlenecks and barriers and suggest recommendations for adjustment of the programme for development of inclusive education and further promotion of inclusive education beyond the end of the programme in 2020
- inform actions for further capacity building of teachers, teacher assistants and school managers for better support to learning of children with disabilities in regular classes
- determine actions and ways for stronger C4BC for changing attitudes of education professionals and parents in regard to inclusive education
- recommend adjustments in the design of interventions for teachers/educators aiming to promote increased acceptance and relevance of work with children with disabilities in regular classes/preschool groups;
- recommend adjustments in the design of interventions / new interventions (e.g. C4BC) for general public aiming at increased demand for registration of children with disabilities in regular classes/preschool groups, quality learning outcomes (including continuous learning opportunities) and support of children in the education process
- recommend improved monitoring and assessment of learning outcomes of children with disabilities
- recommend improvement of education services in homes for children with severe disabilities

The study will help identify areas for improved inter-sectoral communication and coordination between the Ministry of Education (ME), Ministry of Health (MH) and the Ministry of Labour, Social Protection and Family (MLSPF) regarding the education of children with severe disabilities who are placed in specialized homes for children managed by MLSPF structures.

The findings of the study will be communicated publicly to policy makers, partners, caregivers, teachers and other education professionals, and the general public. The report will be published and launched within round table discussions with the participation of central and local governments, schools/preschools and mass-media and shared through social media and public domains. Special communication activities targeting parents at the time of school/preschool enrolment will be designed based on the results and recommendations of the study to increase demand on behalf of parents for registration of their children with disabilities in regular classes/preschool groups.

3. Objectives of the consultancy

The objectives of this consultancy are:

1. Analyse the situation on inclusive education against national commitments reflected in national inclusive education frameworks and determine to what extent the planned national results are achieved
2. Document successes and innovative approaches of national efforts as well as barriers and bottlenecks for successful implementation of inclusive education
3. Analyse the situation of children with disabilities integrated into regular classes/preschool groups, with specific focus on learning outcomes (selected sample of schools/pre-schools with high level of inclusion and low level of inclusion).
4. Document and map the existing practices related to inclusion of children with disabilities in regular classes/preschool groups with particular attention to: best interests of the child, individual approach and child centred education, training of teachers/educators and support provided to parents, involvement and efficiency of support services and monitoring of situation of the integrated child, availability of quality teaching /sufficiently qualified professionals and adequate equipment and learning materials for such children in schools (selected sample of schools/pre-schools with high level of inclusion and low level of inclusion)
5. Identify teachers' and parents' practices supporting or hindering inclusion of children in regular classes/preschool groups (selected sample of schools/pre-schools with high level of inclusion and low level of inclusion).
6. Assess, based on the methodology and tools used in previous studies (2009 and 2013), the teachers', parents'/caregivers' and pupils' opinions about inclusion of children with different disabilities and of children with special educational needs in regular classes/preschool groups and draw conclusions on perceptions
7. Provide concrete recommendations for further policy review, capacity building of professionals, better support, monitoring and evaluation of learning outcomes for children with disabilities in different educational settings

4. Details of how the work should be delivered

The methodology of the study will include a desk review of the existing policy documents, previous reports, evaluations produced by different stakeholders responsible and/or active in the area of inclusive education. These will include:

- the Programme for development of inclusive education 2011-2020 and its plans of actions,
- Education 2020 sector strategy,
- order and regulations for Republican Centre for Psycho-pedagogical Assistance (RCPA) and district psycho-pedagogical assistance services (PAS) establishment and reports of their activities for 2013-2016,
- RCPA assessments and reports of the situation of children re/integrated into the community and school,
- evaluations of projects implemented by NGOs, including in the homes for children with severe disabilities, aiming at inclusion of children with disabilities in education.

The review of these documents will inform objectives 1 and 2 of the study pertaining to the analysis of the situation on inclusive education against national commitments reflected in national inclusive education frameworks. The

review will determine the extent to which the planned national results are achieved. It will further document successes and innovative approaches of national efforts as well as barriers and bottlenecks to the successful implementation of inclusive education.

The desk review, the survey and visits to schools, observations, and focus group discussions with different actors and stakeholders will support in reaching objectives 3-6.

The survey on teachers', pupils', parents' opinion on inclusion of children with disabilities in regular classes and preschools will be based on the methodology used in the study looking into the inclusion of children with disabilities in education run with UNICEF support in 2012-2013 https://www.unicef.org/moldova/resources_19621.html and National Survey "Early Childhood Care and Development: Family Knowledge, Attitudes and Practices" undertaken with UNICEF support in 2009 https://www.unicef.org/moldova/resources_19620.html. This will allow to assess changes of opinions in time, in the context of interventions in the area of inclusive education.

The consultancy will imply travel in the country for the collection of data. In case an international company is selected for the assignment, the consultancy will also imply travel to the country twice: 1) for the collection of the data and 2) validation of the research results with the relevant stakeholders. On-line conference could be considered instead of a face-to-face meeting for the validation of results, as deemed appropriate based on the methodology.

One important component of the study will be to look into the situation of children in homes for children with severe disabilities under the competency of MLSPF and the education offered to them in these settings.

5. Delivery dates (based on the work plan)

Nr.	Activity	Deliverables	Tentative deadlines*
•	Develop research methodology, timeline, distribution of tasks and outline of the report; Conduct a desk review; Draft an inception report	<ul style="list-style-type: none"> Inception report containing <ul style="list-style-type: none"> Work plan (with clear responsibilities/timeline, specifying the international and local travel planned, key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.) Draft assessment methodology Proposed Outline of the overall assessment report (4-5 paragraphs) 	5 working days June
•	Develop list of questions to guide the identification of bottlenecks for the implementation of inclusive education, data collection instruments for the survey based on approved methodology, inception report and data analysis; Pre-test tools;	Finalized detailed methodology and tools	5 working days June June – July

	Adapt methodology and finalize tools as required		July- August
•	Conduct field research; Debrief key stakeholders on preliminary findings	Brief report on data collection, including: Field notes Interview notes	20 working days September-October
•	Analyse data; Draft report on the comprehensive assessment related to inclusion of children with disabilities in education, including concrete recommendations in order to improve the practice; Revise report based on UNICEF comments as required	First draft report English version of the draft report with gender sensitivity, human rights and equity based approach, submitted to UNICEF,	15 working days October – November
•	Incorporate UNICEF feedback and provide second draft report	Second draft report	4 working days November
•	Validate the research results with Ministry of Education, Ministry of Health, Ministry of Labour, Social Protection and Family, other relevant stakeholders and UNICEF within a face-to-face or on-line meeting (as deemed appropriate based on the methodology)	A power point presentation / summary of key findings per area and per stakeholders and related recommendations (in English and Romanian)	3 working days November
•	Finalize report, based on comments and recommendations received through the consultation	Final report in Romanian A summary report (up to 6 pages) in English with accurate translation in Romanian	4 working days November
TOTAL			56 working days

* Exact deadlines will be mutually agreed upon contract signature.

6. Reporting requirements

The assessment will produce the major outputs listed below. Each product will be under review by the Evaluation Specialist and the Reference Group before approval.

- Inception Report (maximum 10 pages): informed by an initial scoping mission, will outline the research team's understanding of the assessment and expectations, along with a concrete action plan for undertaking the assessment. Specifically, the report will cover the following areas:
 - specific methods and data sources to answer each assessment question; including an assessment matrix with appropriate metrics and/or benchmarks;
 - any proposed modifications to the assessment questions, as well as additional of sub-questions;
 - initial process mapping;
 - sampling strategy for accuracy analysis, and for country selection
 - further thoughts on any other areas (e.g., risks, methodological limitations, and so on);
 - detailed Workplan and timeline; and,
 - outline for draft report.

- Data Collection & Analysis Toolkit: As a complement to the Inception Report, a comprehensive Data Collection & Analysis Toolkit that translates all of the methods in the Inception Report into specific data collection and analysis instruments to be used as part of the assessment.
- A Draft Report (maximum 25 pages): clearly articulating key findings, conclusions, lessons learned and recommendations for concrete action; and an Executive Summary of no more than 2 pages.
- A second Draft Report that incorporates the first draft comments from the Evaluation Specialist and Reference Group, alongside a response matrix detailing how each comment was handled in the revising of the draft study report.
- A Final Report that incorporates final comments from the Evaluation Specialist and Reference Group.
- Presentations on the major findings and recommendations of the study for the validation meeting and for the launch of the study results.

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:

- Research/consultancy company with human/child rights and education profile (specialization in inclusive education is a strong asset);
- Minimum of 5 years of experience in research and consulting;
- Previous research/consultancy in relevant child rights/education areas (samples of previous work, copies of report summaries will have to be presented);
- Previous work with UNICEF or other UN agencies is an asset.

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
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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 estimated budget in MDL, as well as a detailed breakdown of budget items. All travel, translation, logistics costs; any other additional expenses should be included in the financial offer. Costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC). Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

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
Company Profile	Research/consultancy company with human/child rights and education profile (specialization in inclusive education is a strong asset)	10
Maximum Points		10
Company experience and Key Personnel	Previous research/consultancy in relevant child rights/education areas (samples of previous work, copies of report summaries)	15
	Minimum 5 years of experience in research and consulting	5
	Client references	5
	Key personnel: relevant experience and qualifications	5
Maximum Points		30
Proposed Project Methodology and Approach	Technical content of the proposal matching TOR requirements	10
	Project management, monitoring and quality assurance process	15
	Innovative approach and strategies	5
Maximum Points		30
Total Maximum obtained for Technical Criteria		70
Minimum score for technical compliance		50

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:

- 30 per cent upon the submission of the inception report with revised methodology and data collection tools, and
- 40 per cent upon the submission of the first draft report in English and Romanian and the summary report in English and Romanian
- 30 per cent upon the submission of the final research report in Romanian and the summary report in English and Romanian.

13. Definition of supervision arrangements

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

UNICEF will regularly communicate with the selected organization and provide formats for reports, feedback and guidance on performance and all other necessary support 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 research will require local travels. In case of international companies, the consultancy will also require travel to Moldova. A travel plan will be included in the technical and financial offer. All travel arrangements and expenses will be covered by the selected company and included in the financial offer, with a break down by airfare and daily subsistence allowance (DSA).

Travel cost shall be calculated based on economy class travel, regardless of the length of travel and costs for accommodation, meals and incidentals shall not exceed applicable DSA rates, as promulgated by the International Civil Service Commission (ICSC).

15. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Education, Ministry of Health and the Ministry of Labour, Social Protection and Family and other relevant ministries and stakeholders, and will provide timely feedback to all deliverable to be presented by the contracted organization.

16. Ethical considerations

During the Assessment a series of interviews are envisaged. Thus, the Contractor will ensure that the process is in line with the United Nations Evaluation Group (UNEG) Ethical Guidelines.[1] The Contractor should be sensitive to beliefs, manners and customs and act with integrity and honesty while interacting with stakeholders and beneficiaries. Furthermore, the Contractor should protect the anonymity and confidentiality of individual information. All participants should be informed about the context and purpose of the Assessment, as well as about the confidentiality of the information shared. The Contractor is allowed to use documents and information provided only for the tasks related to these terms of reference.

[1] UNEG Guidelines <http://www.uneval.org/document/detail/102>

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.