

## REQUEST FOR PROPOSAL (RFP)

23 May 2014

## UNITED NATIONS CHILDREN'S FUND (UNICEF)

**Wishes to invite you to submit a proposal for a needs assessment of primary, secondary and tertiary prevention services for children in conflict with the law in Moldova**

**SEALED Proposals** should be sent to:

UNICEF Moldova  
LRPS-DSU-2014-9112175  
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-2014-9112175 – Technical

For Financial proposal the subject will be LRPS-DSU-2014-9112175 – Financial

## IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2014-9112175** must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

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

The Proposals **MUST** be received at the above address by latest **17:00 on 22 June 2014**. 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-2014-9112175** set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

Currency of Offer: \_\_\_\_\_

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

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

Other Trade Discounts: \_\_\_\_\_

## 1.0 PROCEDURES AND RULES

### 1.1 ORGANISATIONAL BACKGROUND

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

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

### 1.2 PURPOSE OF THE RFP

The purpose of this RFP is to invite proposals for **a needs assessment of primary, secondary and tertiary prevention services for children in conflict with the law in Moldova**

### 1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: **17:00 on 22 June 2014**

### 1.4 RFP CHANGE POLICY

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

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

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

### 1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later **17:00 on 22 June 2014** in one (01) original and one (01) copy, duly signed and dated. Bidders must submit a sealed proposal, with two **separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal.**

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

- Outer envelope: Name of company  
RFP number **LRPS-DSU-2014-9112175**

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

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

Proposals received in any other manner will be invalidated.

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

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

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

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

Proposals sent by e-mail should be submitted in ENGLISH and must be received not later **17:00 on 22 June 2014** in one (01) e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2014-9112175 – Technical** and one (01) e-mail for the **Price Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2014-9112175 – Financial**.

The official address for e-mail submission will be [chisinau@unicef.org](mailto:chisinau@unicef.org). The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission: 5 MB. Shall the submitted Financial Proposal contain a secured document, the password shall not be provided until requested further.

## 1.6 BIDDER RESPONSE

### 1.6.1 Formal submission requirements

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

### 1.6.2 Bid Form

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

### 1.6.3 Mandatory criteria

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

### 1.6.4 Technical Proposal

The technical proposal should address all aspects and criteria outlined in this Request for Proposal,

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

### **No price information should be contained in the technical proposal.**

#### 1.6.5 Price Proposal

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

#### 1.6.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
  - Technical proposal
  - Technical proposal does not contain prices
  - Envelope is sealed
  - Envelope is marked as follows:
    - Name of company, RFP number - technical proposal
- Envelope for price proposal
  - Price proposal
  - Envelope is sealed
  - Envelope is marked as follows:
    - Name of company, RFP number - price proposal
- 1 outer enveloped
  - Containing  bid form,  envelope for technical proposal, and  envelope for price proposal
  - Envelope is sealed
  - Envelope is marked as follows

Name of company  
LRPS-DSU-2014-9112175  
131, 31 August 1989 street, Chisinau, Moldova

## **1.7 CONFIDENTIAL INFORMATION**

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

## **1.8 RIGHTS OF UNICEF**

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

- contact any or all references supplied by the bidder(s);

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

## 1.9 PROPOSAL OPENING

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

## 1.10 PROPOSAL EVALUATION

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

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

The proposals will be evaluated against the following:

<b>CATEGORY</b>	<b>POINTS</b>
1. Technical Evaluation Criteria	70
Only proposals which receive a minimum of 50 points will be considered further.	
2. Price Proposal	30
The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:	

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

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

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

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

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

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

#### **1.10 PROPERTY OF UNICEF**

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

#### **1.11 VALIDITY**

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

#### **1.12 CONTRACTUAL TERMS AND CONDITIONS**

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

#### **1.13 FULL RIGHT TO USE AND SELL**

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

#### **1.14 PAYMENT TERMS**

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

## **ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE**

### **International Institutional Consultancy for a needs assessment of primary, secondary and tertiary prevention services for children in conflict with the law in Moldova**

#### **1. Background**

In Moldova, some 4000 children yearly come in contact with the criminal justice system as a suspect, out of which half are released while less than one fourth have open criminal files sent to court. A great majority of those released are children below the age of criminal responsibility (14 and 16 years old depending on the seriousness of the crime). Currently, over 40 children are detained in pre- and post-sentence detention, while about 400 children are under probation. These children return to the family and social environment from which they came, which was and remains unable to provide care, support and guidance to the child, frequently resulting in repeated offending. Children who are above the age of criminal responsibility who have gone through the criminal justice system also have insufficient support for reintegration, whether they were ultimately released, diverted or sentenced to a correctional facility. Poor social infrastructure and support mechanisms to vulnerable children and families fail to prevent abuse, exploitation and neglect, but also conflict with the law and recidivism.

In its support to the Government in justice for children reforms, UNICEF is focussing on assisting the authorities to develop proper social infrastructure and support mechanisms for children and families at risk of coming into conflict with the law. In this regard, UNICEF has been supporting for the last couple of years modelling of community based services in five districts of Moldova that would also address the needs of children with delinquent behaviour or who have been in conflict with the law, including those below the age of criminal responsibility. With the recently adopted mechanism of psycho-pedagogical assistance at community level and the draft inter-sectorial mechanism to address cases of violence and abuse against children, as well as other on-going cross-sectorial initiatives, we believe there is good momentum to advocate for the needs of children at risk of and in conflict with the law for the sake of their reintegration.

For this purpose, UNICEF plans to conduct a needs assessment of children in conflict with the law and an analysis of the existing social infrastructure to support these children and their families. This analysis will seek to understand who the children are that come in conflict with the law, what the risk factors are, and what kind of support they require for prevention and effective reintegration. Upon identifying these, and taking into account promising practices in the region, a list of services will be recommended that will help prevent children from coming into contact with the law and support children to reintegrate successfully into their families and society. Examples of potential services include: substance abuse counselling, family counselling, educational (and vocational) support and life-skills practice.

UNICEF further intends to subsequently document, map and assess available primary, secondary and tertiary prevention services in the country and conclude the study with specific recommendations. The proposed services, must not only respond to the rights and needs of children at risk and in conflict with the law to reintegrate socially, but also to prevent their re-entering the criminal justice system, both as potential victims and offenders.

#### **2. Purpose of the Institutional Contract:**

The purpose of this research is to inform development of policies and services for children with anti-social or delinquent behaviour. The research will first look into the risk factors of these children, their experience in the criminal proceedings and where applicable reintegration process, in order to identify their basic needs, map and assess existing services, and propose, based on an international review of best practices, a list of primary, secondary and tertiary prevention services for children below and above the age of criminal responsibility. It will also take into account the experience and needs of their caregivers. The study includes a gender analysis and feeds into a Monitoring Results for Equity Systems

(MoRES) determinant analysis. The recommendations from the research report will inform public authorities on further actions at law, policy and implementation level to ensure successful reintegration and prevention of (re)offence among children in conflict with the law. The research is expected to be carried out within 11 months, starting from 1 June 2014 and ending on 30 April 2015.

### 3. Objective of the Institutional Contract are:

The objectives of this assessment are:

- Documenting who are the children with anti-social or delinquent behaviour
- Define their rights and basic needs
- Provide an overview of international standards, research, law and good practice regarding services
- Document, map and assess the quality of existing services
- Propose adequate (new) services / non-residential programmes designed for children below the age of criminal responsibility and children above the age of criminal responsibility.

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

It is estimated that the work will be conducted over a period of 11 months, from beginning of June 2014 to April 2015. The assessment has both quantitative and qualitative aspects. To achieve the above mentioned objectives, the research team, in close consultation with the Justice for Children and the Monitoring and Evaluation Specialists from UNICEF and the national Working Group on Justice for Children, will conduct a participatory research, using existing up-to-date evaluation reports, data, in-depth interviews with children and their caregivers, relevant professionals, consult existing official platforms of discussions, interview relevant public agencies and non-governmental or private organizations, and interview targeted population.

More specifically, the expert will:

- **Document who are the children with anti-social or delinquent behaviour**, using a series of variables: sex, urban/rural, ethnic group, education (school drop-put divided by age cohorts: 10-14, 14-16, and whether they are residential graduates), substance abuse, family (absence of one or both parents) and socio-economic status. Then assess what are offences committed by these children, categorized by two groups of children: those below and those above the age of criminal responsibility, and by the types of offence/crime, as follows: offences against property, violent offences, sexual offences.
- **Define their rights and basic needs** based on a number of variables, including family background, health habits (substance abuse), educational, financial and life-skills needs.
- **Document, map and assess the quality of existing services** / non-residential programmes available at national, regional and local levels for these children and their families
- Based on the identified rights and needs and on international good practices, **propose relevant (new) services / non-residential programmes** for children in conflict with the law, divided by: those aimed at children below the age of criminal responsibility and those aimed at children above the age of criminal responsibility who are in contact with the criminal justice system, taking into account the identified variables. The proposed services must not only respond to the needs of children in conflict with the law to reintegrate socially, but also prevent their (re)entering the criminal justice system, both as potential victims or offenders. The proposed services must also be translatable in proposals of modification of the penal legal framework.

For collection of data and other information, the contracted expert will conduct a series of focus group discussions, interviews, and consultations, if need be, with most relevant representatives of some or all of the following stakeholders:

Parliament National Council of Child Rights Protection Ministry of Interior Prosecutor General's Office Ministry of Justice Ministry of Labour, Social Protection and Family Guardianship Authority Ministry of Education Ministry of Health Ombuds Institution (National Centre for Human Rights) Superior Council of Magistrates National Council of Free Legal Aid Central Probation Office Central Mediation Council Department of Penitentiary Institutions Police General Inspectorate Local Public Authorities Nongovernmental Organizations International Organizations Independent Experts
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**Delivery dates (based on the work plan):**

Nr.	Activity	Deliverables	Tentative deadlines*
1.	a. Develop research methodology, timeline, distribution of tasks and outline of the assessment report for phase 1 and phase 2 b. Conduct a desk review of international standards, (regional) good practices, available national studies, evaluation and reports, and data from relevant ministries and agencies c. Draft an inception report	<ul style="list-style-type: none"> <li>• Work plan (with clear responsibilities/timeline, and specifying the number of international and local travels planned, the key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.)</li> <li>• Draft assessment methodology</li> <li>• Outline of the overall assessment report (4-5 paragraphs)</li> <li>• Inception report</li> </ul>	Within one month from the contract commencement (first payment)
2.	a. Develop data collection instruments based on approved methodology and inception report b. Pre-test tools c. Adapt methodology and finalize tools as required	<ul style="list-style-type: none"> <li>• Data collection and pre-test instruments</li> <li>• Finalized detailed assessment methodology</li> </ul>	
3.	Conduct field research (phase 1)	<ul style="list-style-type: none"> <li>• Brief report on data collection, including:               <ul style="list-style-type: none"> <li>– Field notes</li> <li>– Focus Groups notes</li> <li>– Interview notes (main</li> </ul> </li> </ul>	Within two months from the contract commencement

		stakeholders/target populations)	
4.	<p>a. Analyze data (phase 1)</p> <p>b. Draft research report on the recommended primary, secondary and tertiary prevention services in Moldova</p> <p>c. Revise report based on UNICEF comments as required</p>	<ul style="list-style-type: none"> <li>Draft report (phase I) in English submitted to UNICEF, with a clear Human Rights Based Approach and gender analysis</li> </ul>	Within three months from the contract commencement
5.	<p>a. Present report and preliminary findings to Working Group on Justice for Children</p> <p>b. Adapt methodology and tools (if required) based on experience and results from phase 1 research</p>	<ul style="list-style-type: none"> <li>Power-point presentation submitted to UNICEF in English and Romanian</li> <li>Summary of preliminary findings in English and Romanian</li> <li>(if required) revised methodology and tools submitted to UNICEF</li> </ul>	Within four months from the contract commencement
6.	Collect data, assess quality and map services (phase 2)	<ul style="list-style-type: none"> <li>Brief report on data collection, including field notes</li> </ul>	Within six months from the contract commencement
7.	<p>a. Analyze data</p> <p>b. Draft report for phases 1 and 2 (in English)</p>	<ul style="list-style-type: none"> <li>The draft report in English, with a clear Human Rights Based Approach (HRBA) and gender analysis</li> </ul>	Within seven months from the contract commencement
8.	Translate agreed report in Romanian for consultation with national stakeholders	<ul style="list-style-type: none"> <li>Accurate translation of the report in Romanian</li> </ul>	Within eight months from the contract commencement
9.	Consult the research results with the Ministry of Justice Working Group, other important stakeholders and UNICEF (phase 3)	<ul style="list-style-type: none"> <li>A power point presentation / summary of key findings per area and per stakeholders and related recommendations (in English and Romanian)</li> </ul>	Within ten months from the contract commencement
10.	Finalize report, based on comments and recommendations received from the Ministry of Justice Working Group / other stakeholders and UNICEF (in English and summary report in Romanian)	<ul style="list-style-type: none"> <li>Final report in English</li> <li>A summary report (up to 6 pages) in English with accurate translation in Romanian</li> </ul>	Within eleven months from the contract commencement (second payment)
11.	Translate final report into Romanian	<ul style="list-style-type: none"> <li>Accurate translation of the report in Romanian</li> </ul>	Within twelve months from contract commencement (final payment)

\* Deadlines will be stipulated when the contract will be signed.

## 5. Performance indicators for evaluation of results:

The performance of work will be appreciated 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.

## 6. Qualifications and Experience:

### Institution/Company:

- International research/consultancy company with justice, social or human rights profile;
- Minimum of 5 years of experience in international research and/or consulting;
- Previous research in relevant justice, social or human rights areas (copies of report summaries);
- Demonstrated experience in the CEE/CIS region is a strong asset;
- Previous work with UNICEF or other UN agencies is an asset.

### Lead international researcher(s):

- Advanced University Degree in Law, Social Sciences, Human Rights or related field;
- Minimum of 7 years of relevant professional experience in the area of justice for children, in particular juvenile justice;
- Proven experience in quantitative and qualitative research in the area of justice and/or social work;
- Proven knowledge of international human and child rights standards (United Nations and European standards);
- Demonstrated experience in the CEE/CIS region a strong asset;
- Demonstrated capacity to analyze legal and policy documents and formulate legal and policy recommendations;
- Capacity in Human Rights Based Approach and gender analysis;
- Excellent command of English, both oral and written;
- Working command of Romanian is a strong asset.

### National researcher(s):

- Advanced University Degree in Law, Social Sciences, Human Rights or related field;
- Proven experience in quantitative and qualitative research in the area of justice and/or social work;
- 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 the justice and / or social system(s) in Moldova;
- Experience in working with vulnerable children will be an asset;
- Demonstrated capacity to analyze legal and policy documents and formulate legal and policy recommendations;
- Excellent command of Romanian, both oral and written;
- Working knowledge of English is a minimum, good command of English is a strong asset, both oral and written.

## 7. Clear Evaluation Criteria for Selection

The participant should provide a complete and signed proposal to UNICEF by the established deadline. The proposal will be evaluated according to the following criteria:

<i>Criteria</i>	<i>Evaluation Scale Points</i>
<b>1. Overall response to the proposed subject of research</b> - Understanding of scope, objectives and completeness of research; - Understanding of, and responsiveness to requirements; - Overall concord between the requirements and the proposal; - Proposed management arrangements.	5
<b>Maximum points</b>	<b>5</b>
<b>2. Institutional experience</b> - Range and depth of experience with similar projects/contracts/clients - Reference of similar assignments undertaken - Number of staff per project;	5 3 2
<b>Maximum points</b>	<b>10</b>
<b>3. Proposed team of international and national researchers and its professional expertise</b> - Team leader: relevant experience, qualifications, and position with institution - Team members: relevant experience of similar scope and complexity, professional expertise and knowledge	15 10
<b>Maximum points</b>	<b>25</b>
<b>4. Methodology and implementation plan</b> - Quality of proposed design and methodology and extent of alignment with requirements - Quality of proposed implementation/management plan (how, who, what, where, when) - Recognition of direct/peripheral risks/ problems and methods to prevent and manage these	15 10 5
<b>Maximum points</b>	<b>30</b>
<b>Total maximum obtained for technical criteria (minimum score for technical qualification: 50 points)</b>	<b>70</b>
<b>5. Price</b>	<b>30</b>
<b>TOTAL MARKS</b>	<b>100</b>

## **8. Definition of supervision arrangements:**

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

UNICEF Justice for Children Specialist 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.

## **9. Description of Official Travel Involved**

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

## **10. Copyrights & utilization rights:**

The copyright and the right of utilization of all the materials will belong to UNICEF Moldova.

## **11. UNICEF recourse in the case of unsatisfactory performance:**

In case of unsatisfactory performance the contract will be terminated by notification letter sent 5 days prior. In the meantime, UNICEF will initiate another selection in order to identify appropriate organization.

## **12. Support provided by UNICEF:**

To achieve the above mentioned objectives, UNICEF will facilitate the contact with the Ministry of Justice 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 assessment process.

## ANNEX II - Concept Note

# Needs assessment of primary, secondary and tertiary prevention services for children in conflict with the law in Moldova UNICEF Moldova

## Introduction

In Moldova, some 4000 children yearly come in contact with the criminal justice system as a suspect, out of which half are released while less than one fourth have open criminal files sent to court. A great majority of those released are children below the age of criminal responsibility (14 and 16 years old depending on the seriousness of the crime). Currently, over 40 children are detained in pre- and post-sentence detention, while about 400 children are under probation. These children return to the family and social environment from which they came, which was and remains unable to provide care, support and guidance to the child, frequently resulting in repeated offending. Children who are above the age of criminal responsibility who have gone through the criminal justice system also have insufficient support for reintegration, whether they were ultimately released, diverted or sentenced to a correctional facility. Poor social infrastructure and support mechanisms to vulnerable children and families fail to prevent abuse, exploitation and neglect, but also conflict with the law and recidivism.

In its support to the Government in justice for children reforms, UNICEF is focussing on assisting the authorities to develop proper social infrastructure and support mechanisms for children and families at risk of coming into conflict with the law. In this regard, UNICEF has been supporting for the last couple of years modelling of community based services in five districts of Moldova that would also address the needs of children with delinquent behaviour or who have been in conflict with the law, including those below the age of criminal responsibility. With the recently adopted mechanism of psycho-pedagogical assistance at community level and the draft inter-sectorial mechanism to address cases of violence and abuse against children, as well as other on-going cross-sectorial initiatives, we believe there is good momentum to advocate for the needs of children at risk of and in conflict with the law for the sake of their reintegration.

For this purpose, UNICEF will conduct a needs assessment of children in conflict with the law and an analysis of the existing social infrastructure to support these children and their families. This analysis will seek to understand who the children are that come in conflict with the law, what the risk factors are, and what kind of support they require for prevention and effective reintegration. Upon identifying these, and taking into account promising practices in the region, a list of services will be recommended that will help prevent children from coming into contact with the law and support children to reintegrate successfully into their families and society.<sup>1</sup>

UNICEF will subsequently do an inventory, mapping and assessment of available primary, secondary and tertiary prevention services in the country and conclude the study with specific recommendations. The proposed services, must not only respond to the rights and needs of children at risk and in conflict with the law to reintegrate socially, but also to prevent their re-entering the criminal justice system, both as potential victims and offenders.

## Main concepts

For the purpose of this research, kindly consider the following concepts and their explanation:

**Child** – any person below the age of 18 years old.

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<sup>1</sup> Examples of potential services include: substance abuse counselling, family counselling, educational (and vocational) support and life-skills practice.

**Children with delinquent behaviour** – children aged under 18 years old who are engaged in activities that may be qualified as criminal offences but have not been criminally investigated for objective reasons (e.g. age below that of criminal responsibility).

**Child in conflict with the law** – any child who comes into contact with law enforcement authorities because he or she has been accused of – or been found responsible for - breaking the criminal law.<sup>2</sup>

**Children below the minimum age of criminal responsibility** – in Moldova, the criminal law assigns the minimum age of criminal responsibility – 14 years old, and for a number of lighter crimes – 16 years old.

**Criminal justice system** – laws, procedures, professionals, authorities and institutions that apply to witnesses and victims/survivors, and to those alleged as, accused of, or recognized as having committed a criminal offence, whether adults or children.<sup>3</sup>

**Custodial sentence** – disposition involving deprivation of liberty.<sup>4</sup>

**Delinquent vs “deviant” (anti-social) behaviour** – in the Moldovan context, professionals often make distinction between “deviant” and delinquent behaviours of children. According to Moldovan understanding, “deviant” is the behaviour that goes against generally accepted social norms and morality, while delinquent behaviour refers to acts that may be qualified as criminal by the penal law. UNICEF cautions against the use of such terms as “deviant” and recommends replacing it with phrases such as “children at risk of coming in conflict with the law”, “children with behavioural problems”, “children with anti-social behaviour” or other similar phrases, which are less derogatory.

**Highly specialized services** – public services with the highest specialization available generally at national level (e.g. in the capital city).

**Specialized services** – public services with medium level of specialization available at district level.

**Primary services** – public first-aid (-support) services available at community level.

**Life skills** – life skills are abilities which help us to adapt and to behave positively so that we can deal effectively with the challenges of everyday life. Life skills include things like: decision-making, goal-setting, problem-solving, coping with stress, coping with emotions, negotiating friendship, interpersonal relationships, empathy (concern for others), critical thinking, resisting peer pressure and assertiveness.<sup>5</sup>

**Minimum age of criminal responsibility** – this is the lowest age at which the criminal justice system deems a child can be held responsible for his/her own behaviour and can therefore be found guilty in a court. Under this age children are not considered to have the capacity to infringe penal law. <sup>6</sup> In Moldova, the minimum age of criminal responsibility is 14 years old.

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2 UNICEF "Glossary of terms relevant to children in conflict with the law"

3 UNICEF "Glossary of terms relevant to children in conflict with the law"

4 Idem

5 Idem

6 Idem

**Non-residential programme** – programme that provides services to children who live at home or in the community and report to the programme on a daily basis or as scheduled (as opposed to a 'residential' programme – see below). Children in such a programme require more attention than that provided by probation and aftercare services.<sup>7</sup>

**(Re)integration** - (re)-establishing of roots and a place in society for children who have been in conflict with the law so that they feel part of, and accepted by, the community. This involves a process of social, economic and political reintegration, for example: through the restoring of family, peer and community relationships; and through participation in educational or livelihood activities, cultural and leisure activities, and decision-making processes. 'Re'-integration assumes that the child was once a part of, and accepted by, the community in the past. However, in some cases the process might be more accurately described as 'integration' where the child is experiencing these things for the first time.<sup>8</sup>

**Social infrastructure and support schemes/systems/mechanisms** – the sum of community-based, district level or national social, educational, behaviour-change, occupational or other services aimed at providing assistance, alternative support, re-education, and (re)integration/ inclusion services that best respond to people's needs.

## Study design and general methodology

### Purpose

The purpose of this research is to inform development of policies and services for children with anti-social or delinquent behaviour. The research will first look into the risk factors of these children, their experience during the criminal proceedings and where applicable reintegration process, in order to identify their basic needs, map and assess existing services, and propose, based on an international review of best practices, a list of primary, secondary and tertiary prevention services for children below and above the age of criminal responsibility. It will also take into account the experience and needs of their caregivers. The study includes a gender analysis and feeds into a Monitoring Results for Equity Systems (MoRES) determinant analysis. The recommendations from the research report will inform public authorities on further actions at law, policy and implementation level to ensure successful reintegration and prevention of (re)offence among children in conflict with the law.

### What?

The study will have quantitative and qualitative components and aims to answer the following **questions**:

#### 1. Who are the children with anti-social behaviour?

Sex, age, family background, education status, social status (institutionalized, orphan, etc.), substance abuse (both the child and immediate caregivers), frequency of conflict with the law.

What are the behaviour patterns (for instance: against property (theft, vandalism), violent and/or sexual behaviour (against person))?

What are the risk factors that contributed to these behaviours?

Have they benefited from any assistance or reintegration services (educational, family or substance abuse counselling, life-skills) after their first act of anti-social behaviour? What services did the child benefit before s/he reached the minimum age of criminal responsibility?

#### 2. What are the rights and needs of children and their families with regard but not limited to care, guidance and support from family, community, education, substance abuse counselling, and life skills<sup>9</sup>?

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7 Idem

8 Idem

9 Please see the definition of "life-skills" provided UNICEF "Glossary of terms relevant to children in conflict with the law" in the "Main concepts" section of this document

**3. What are the services to help mitigate risk factors?**

- a. Primary prevention
- b. Secondary prevention
- c. Tertiary prevention

**4. Which of these services are available in Moldova and if so:**

Are these services designed specifically for children in conflict with the law?  
How are these services regulated? Are these services public or private?  
What is the quality and effectiveness of these services?  
Are they compliant with international standards?  
What is the capacity of service providers?  
How does the State ensure oversight over private services?

**6. What are the legal, policy and practice recommendations for minimum primary, secondary and tertiary prevention service development in Moldova?**

**Why?**

The study **aims** at informing the authorities and relevant development partners in developing and adjusting social services and support systems that would prevent children from coming into conflict with the law or re-offence, re-educate/advise children at risk of coming in or in conflict with the law, and (re)integrate them in the family, community and society (including the education system).

**When?**

The research is planned to be carried out throughout 2014 (with publishing and launch in first quarter of 2015 at the latest).

**Who?**

Led by international experts and supported by national researchers in justice for children and social services. The research team is expected to develop a detailed methodology and tools for data collection.

**Where?**

Moldova main cities, several districts selected in consultancy with UNICEF, based on geo distribution and rate of children in conflict with the law.

**Phase 1. Documenting the background of children with anti-social behaviour and their basic needs**

**1.1: Document and summarize by a number of variables who are the children with anti-social or delinquent behaviour and what are their and their primary caregivers' basic needs. (by quantitative and qualitative means)**

**1.2. Based on international UN and European standards and good practices and the needs assessment from the field research, propose a tentative list of primary, secondary and tertiary prevention services.**

**Targeted population:**

- a. Children below the minimum age of criminal responsibility (14 years old), with anti-social behaviour and their immediate caregivers

- b. Children between 14-18 years old, with delinquent behaviour and who have come in contact with the criminal justice system, and their immediate caregivers

For a better understanding of the targeted population, the following stages of their contact with the criminal justice system needs to be taken into account:

- First contact with the police and prosecution (all children up to 18 y.o.)
- Opened criminal investigation by public prosecution, possible pre-trial detention (children between 14 or 16-18 y.o.)
- Court trial (children between 14 or 16-18 y.o.), with decisions that may result in:
  - Acquittal (the child is found innocent)
  - Noncustodial sentencing (fine, community work, probation)
  - Custodial punishment (prison term)

**Proposed methodology:**

This phase of the research needs to assess the target population's experience before and after their coming in conflict with the law, the risk factors and the available services for them and their families before and after their coming in conflict with the law. UNICEF strongly recommends using the methodology of Monitoring Results for Equity Systems (MoRES), looking into enabling environment, supply, demand and quality of services.

The analysis also needs to make sure to divide all research questions by the two targeted populations: children below the minimum age of criminal responsibility (14 years old) and children above the minimum age of criminal responsibility (14-18 years old).

- Distribute and collect questionnaires among target population (including young adults up to the age of 2310), immediate caregivers and professionals (police, prosecutors, social assistants, teachers, staff of residential institutions, medical staff, probation counsellors, penitentiary staff, lawyers, etc.);
- Carry out in-depth interviews with target populations, parents or immediate caregivers, relevant specialists/professionals;
- Organize focus-group discussions with children from and outside the targeted population

*Proposed sample size:*

- All children currently in conflict with the law or on probation, and young persons under 23 years in detention (estimated number of interviewees: 50);
- At least 100 professionals working with children (social workers, probation, police, prosecutors, pedagogues, psychologists, other);
- At least 25 immediate caregivers.

*Recommended variables for the targeted population:*

- Gender (sex);
- Ethnic group;
- Urban vs rural;
- Education (school dropout (divided by two age cohorts: 7 – 14, 14-1611) and whether they are residential graduates);
- Substance abuse (drug (injecting, sniffing) or alcohol consumption);

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10 Children in detention who have reached the age of 18 are normally transferred to adult penitentiaries; however the law provides the possibility to continue to reside in the juvenile detention facility up to the age of 23 years old)

11 In Moldova primary and general secondary education is mandatory and free of charge to all children (up to the age of 16 years old)

- Family environment (absence of one or both parents, alcohol/drug consumption in the family, domestic violence);
- Socio-economic status (to be defined by the research team taking into account the wealth quintiles);
- Behaviour patterns (for example: against property, violent or sexual behaviour (against person)).

*Data source:*

- Desk-review of international and national standards, research, law/policy and good practice;
- Admin records at police, prosecution, social assistance, courts, probation, prisons;
- In-depth interviews and focus group discussions with professionals:
  - social workers,
  - teachers,
  - school psychologists,
  - police,
  - prosecutors,
  - probation counsellors,
  - penitentiary staff,
  - lawyers,
  - parents/ immediate carers,
  - (residential care institutions staff);
- In-depth interview with targeted population (children below the minimum age of criminal responsibility and children above the age of criminal responsibility who are in conflict with the law, and their primary caregivers);
- Focus group discussions with children in schools and / or youth centres;
- In-depth interviews with children in detention (and under probation) and young adults up to the age of 23 years old.

**Timeline:** June – September 2014

## **Phase 2: Document existing services and propose new services**

### **2.1. Document, assess and map existing primary, secondary and tertiary services that are used and/or in line with the draft recommended services.**

### **2.2. Analyse the gaps in quantity and quality of the primary, secondary and tertiary prevention services and provide recommendations for a systematic strengthening of these services in line with international standards, rights and needs of children at risk and their families, at law, policy and practice levels.**

**Proposed methodology:**

This phase of the research must map existing services and identify the gaps that need to be addressed through proposed services and non-residential programs for children in conflict with the law, divided by services for children below the minimum age of criminal responsibility and above the minimum age of criminal responsibility.

- Identify and map existing services:
  - o For example: substance abuse, family counselling, educational (and vocational) support, life-skills.
- Provide an overview of these services:
  - o Are these services designed specifically for children in conflict with the law?
  - o How are these services regulated? Are these services public or private?
  - o What is the quality and effectiveness of these services?
  - o Are they compliant with international standards?
  - o What is the capacity of service providers?
  - o How does the State ensure oversight over private services?

- Match existing services to the types of problems most frequently encountered by targeted population: how can existing services be used to address the needs of children in conflict with the law, including those below the age of criminal responsibility, and their families; how can existing services prevent children from coming in conflict with the law or re-entering the criminal justice system;
- Propose new services and non-residential programmes related, but not limited to substance abuse counselling, family counselling, educational (and vocational) support, and life-skills, based on best practices in other countries with similar context and legal systems, adjusted to the Moldovan context;
- All existing and proposed services must address the needs of two categories: children below the minimum age of criminal responsibility and children above the minimum age of criminal responsibility.

*Data source:*

- Desk-review of recent assessments and policies;
- Interviews with relevant public authorities and agencies;
- Interviews with main NGOs;
- Interviews with independent national or international experts working in Moldova;
- In-depth interview with immediate caregivers (parents, guardianship authorities);
- Field research.

**Timeline:** October – December 2014

**Phase 3: Validation and publishing**

The findings of the research will be consulted at relevant stages with the national authorities and development partners through a series of roundtables at national level (with support from UNICEF and the supra-ministerial National Council on the Protection of Child Rights) and at regional level (North, Centre, South – with support from UNICEF and local government), as well as through other existing platforms, ensured to the expert team by UNICEF.

**Languages:** The research report will be published by UNICEF in two languages: English and Romanian.

**Timeline:** December-April 2015

## ANNEX III - UNICEF SPECIAL TERMS AND CONDITIONS

### 1. UNETHICAL BEHAVIOUR

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

### 2. CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

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

### 3. GUIDELINES ON GIFTS AND HOSPITALITY

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

### 4. LATE DELIVERY

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

### 5. RIGHTS OF UNICEF

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

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

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

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

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

## **ANNEX IV - 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.