

REQUEST FOR PROPOSAL (RFP)

03 July 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Conducting a qualitative assessment of social norms influencing violent practices in child disciplining

SEALED Proposals should be sent to:

UNICEF Moldova
LRPS-DSU-2014-9112845
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-2014-9112845 – Technical

For Financial proposal the subject will be LRPS-DSU-2014-9112845 – Financial

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2014-9112845** 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 **27 July 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-2014-9112845** 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 conducting a qualitative assessment of social norms influencing violent practices in child disciplining

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 27 July 2014**

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 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 **27 July 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-2014-9112845**

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. 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-2014-9112845
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:

CATEGORY	POINTS
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 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.

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 conducting a qualitative assessment of social norms influencing violent practices in child disciplining

1. Background:

The Government of the Republic of Moldova and the Parliamentary Commissions have recognized the need of developing early and pre-school services and ensuring the enrolment of all children in the early and pre-school education as an important priority. The Government has sought to tackle the quality and access to education as indispensable elements in ensuring sustainable human development. Respectively, ensuring quality pre-school, primary, and secondary education for all the children by developing child-friendly schools and extending the practice of inclusive education is a strategic objective (the Government of the Republic of Moldova, Ministry of Education, 2010).

The supply of early and pre-school education services is determined by the infrastructure of existing institutions, as well as legislative regulations, issued by both the local and central public administrations in charge of ensuring children's access to such services. According to the Law on Education, the early education and care services for 3-6 year old children are organized in kindergartens and community centres. At the same time, according to the above-mentioned Law, preparation for school can also be organised in mixed institutions, such as a kindergarten – primary schools¹.

The fact that the state committed to finance educational services for children over 3 years led to changes in many institutions' statute, from crèches-kindergartens to kindergartens. In 2000 the system of pre-school institutions in the Republic of Moldova comprised 90% of crèches-kindergartens. In 2012 the number of these institutions had decreased to 60% in favour of kindergartens and kindergartens-primary schools. In 2012 1,418 pre-schools existed in the Republic of Moldova. However, there are currently significant discrepancies between the residential areas in terms of gross enrolment rates in pre-school education of children aged 3-6 years old. These differences are driven by the fact that children from the adjacent villages go to urban kindergartens and higher employment levels in the case of urban women, etc. (UN Women, UNICEF-Moldova, 2013). At the same time, the disparities in access to education, have an impact on discrepancies between the urban and rural poverty rates. Unless these disparities are reduced, they will have implications on the poverty rate as well. It should be noted that lack or insufficiency of places in pre-school education institutions affect women's employment and, respectively, their wellbeing (MDG 3, see UN Women, 2011).

An important condition for making the education system more efficient would be a review and re-design of the personnel policy in education. The settlement of this problem could also lead to a reduction of some gender disparities that exist at the staff level. At the same time, it is necessary to train teaching staff by taking into account the specific educational problems and ensuring the inclusion of all categories of children with special educational needs.

State efforts to reform legislation in education to meet international standards would help to ensure efficient operation and systemic development of education. Adjustment of legislation to reform the system for record keeping of school age children, establishment of responsibilities for parents, teaching staff, heads of educational institutions, local public administration bodies related to children schooling, may contribute to improving the current situation.

According to the conclusions of a number of studies on educational policies, one of the main causes for low enrolment rates in pre-school education for certain social groups are poverty and parents' migration to other countries to look for

¹ Law on Education, Chisinau, 1995.

work (see Government of the Republic of Moldova, Ministry of Education, 2010). The state's efforts to combat poverty and create attractive jobs represent an important precondition for creating possibilities to access education for all the children.

According to a number of recent studies, men, traditionally, hold hierarchically higher and better paid positions and dominate sectors of the economy where salaries are higher, while women represent a majority in the social sector, where the level of salaries are low. Hence, in 2012, 69.6% of women were employed in education, health, social assistance where the wages are lower compared to other sectors (e.g. in education, in which one in five women works, the average remuneration accounts for about 80% of the average nominal gross salary in the economy). The unemployment rate is lower in women's case than in men's (4.3% as compared to 6.8%), but the employment rate is higher in the case of men as compared to women (43.5% as compared to 38.2%).

It should be mentioned that women have a smaller share in public life, entrepreneurship, and some areas of work, as they are forced to allocate more time to domestic chores and children's education, especially in rural areas, where traditional concepts about women's role in the society are more deeply rooted and are transferred to younger generations. According to different studies, women dedicate themselves to domestic chores for 2 hours per day more.² At the same time, lack or insufficiency of places in pre-school institutions affects the employment of women with children of pre-school age (UN Women, 2011). In spite of women's wish to assume themselves decision-making roles (boss, politician, mayor), the persisting general vision makes women responsible for households' chores and children care (Brighidin, 2012).

This creates a vicious circle since women willing to work have limited opportunities to find a job, especially in rural areas, also limited access to pre-school education for their children, as there are only three public nurseries for children under 3 in the whole country (all three are in the state capital - Chisinau) and data reveal that the supply of pre-school educational services is lower than the existing demand. In urban localities the enrolment at 60% of institutions is over their capacity compared to 30% in rural area and the demand for early education services among children under 3 years totals 46% of the number of non-enrolled children (approx. 44,800 children of this ages), while the demand among children of 3-6(7) years is 58% of the number of non-enrolled children (approx. 13,200 children of this age)³. Besides, 441 rural localities have no pre-school education services (20 localities are part of municipalities, 44 villages are independent administrative units and 381 rural localities are part of communes), children attending educational institutions in other localities⁴. The worst situation exists in the 44 villages that are independent administrative units, because there is no pre-school institution and no preparatory groups within the schools. Moreover, even if women are employed, they are mostly employed in low paid jobs, this leading also to limited access to pre-school education since the participation of parents in financing educational services is significant. According to NBS data from the Households Budget Survey, enrolment of children under 3 years is not entirely determined by each household's financial situation, although when a child has reached 3 years, enrolment in a pre-school institution is based on this factor. About 64% of children from less advantaged attend kindergarten (quintile I), compared to 86% of children from better-off families (quintile V)⁵. It is worth mentioning that parents contributions add to improvement of infrastructure and quality of educational services, however these payments although are said to be on a voluntary basis are actually solicited as mandatory payments by the institutions' staff and in many cases use of these additional resources of funding is not transparent and public. There are cases when parents are forced to pay unofficial fees monthly for cosmetic and capital repairs, to supplement children's food, to increase teacher salaries (the average monthly salary of an educator is 2000 lei⁶, while the minimum salary per national economy is 1300 lei), etc. Failure of payment sometimes is followed by intimidation of parents, unfair treatment of children in school, etc.

² Time Use in the Republic of Moldova <http://www.statistica.md/newsview.php?l=ro&idc=168&id=4055>.

³ Report on the demand and supply of early and pre-school education services from the perspective of women's employability (the case of the Republic of Moldova), UNICEF-Moldova and UN Women, 2013

⁴ Ibid.

⁵ The first quintile represents 20% of the poorest households, while the fifth quintile represents 20% of the better-off households.

⁶ Ministry of Education, Strategy of 'Education 2020'

Although apparently no problems seem to exist in terms of legislative provisions, in practice the situation is different. Budgetary resources are insufficient for maintaining institutions, payment of wages to teaching staff and creation of adequate conditions for children. Three sources of funding are mobilised for pre-school institutions: a transfer from the central budget to districts, a contribution from parents for meals and specific contributions from local authorities. Over the latest decade, pre-school institutions have had insufficient funding. The Government has recognized that this problem exists and approved several provisions aimed at improving the situation - for example approval of actions involving incremental increases for children's food, increasing the maintenance fund⁷; approval of the National Strategy "Education for All" for 2004-2015; and approval of the Sectorial Strategy on Spending for public education and educational services 2013-2015.

Given the funding shortfalls, priority is given to paying wages to teaching staff from pre-school institutions and payment for utilities and food for children. Funding from the budget is insufficient for current renovation works. Parents, economic entities or different projects are asked for financial contributions to help in running of the institutions. Also, financial rules for feeding children apply within the limits of the approved budget, though, administration of educational institutions have the right to increase spending for feeding children paid from with special funds (donations, sponsorship) and humanitarian aid⁸. Based on these legal provisions, parents with children in pre-school institutions are obliged to pay a fee for meal, though no taxes are mandatory for classes, renovation of buildings or payment of salaries. In 2013 the Ministry of Education approved the financial rules for feeding children in pre-school institutions, depending on the child's age and hours spent at the institution under Order No. 42 of 28 January 2013. For example, for a child under 3 and for a 3-7 years old, food would cost 16.95 lei/day, out of which parents have to pay 5.65 lei/day. However, an average lunch meal in a VAT excluded student canteen costs around 20 – 25 lei.

According to the latest report on the Demand and supply of early and pre-school education services from the perspective of women's employability (UNICEF-Moldova and UN Women, 2013), 9 out of 10 women with children under 3 and 2 out of 3 women with children aged 3-6/7 are not employed. The impossibility to get employment for women with children aged under 6/7 is determined by many factors, including lack of jobs in general, lack of jobs with a flexible work schedule and impossibility to enrol their children in an education institution. The government guarantees access to pre-school education system to all children between 3 and 6/7 years. Also, the state guarantees care and education of disabled children and orphans under 3. However, in practice, children's enrolment in the education system depends on the existence of services in the locality, and on the number of available places. Currently, the system of pre-school services also enrolls 15% of children under 3 (22.6% in urban areas and 10.0% in rural areas). However, such services are provided unevenly in terms of territorial profile (the large majority being concentrated in the northern and southern regions of the country), often they are financially dependent on Local Governance Offices, as well as on the availability of free places in existing institutions.

The work schedule is one factor, which determines the time spent by a child in a pre-school institution. The majority of institutions (97.9%) in the Republic of Moldova work five days per week, while 87% of institutions with a six-day-work schedule are in rural areas. According to current regulatory framework, pre-school institutions can be organized under a part-time programme (6 hours), normal (9-10.5 hours), extended (12-14 hours) and entire-week programme (24 hours). In 2012 about 84% of institutions had a normal programme and only 4.4% had a part-time schedule⁹. Institutions with a part-time schedule exist only in rural areas, because parents from rural areas have a flexible work schedule, are seasonal or occasional workers. Moreover, in rural areas grandparents and older children help take care of siblings.

The quality of pre-school education is determined to a certain degree by the average number of children assigned to a

⁷ Decision No. 1075 of the Government dated 12 October 2005 on improving both the activity of pre-school institutions and the Action Plan

⁸ Order 42 dated 28 January 2013 of the Ministry of Education, pp. 2 and 3

⁹ Report on the demand and supply of early and pre-school education services from the perspective of women's employability (the case of the Republic of Moldova), UNICEF-Moldova and UN Women, 2013

teacher. This indicator is directly linked with the evolution of number of children, and teaching staff. According to the information published by the National Bureau of Statistics in 2012, average teacher/pupil ratio was 14.5 children per teacher, with insignificant difference between urban and rural areas¹⁰. According to provisions established by the Ministry of Education, the number of children in a group should not exceed 15 children for groups with children under 3. Groups can take up to 20 children in the age group of 3-6/7 years old. At national level¹¹, a group has on average 23.7 children. Pre-school institutions in urban areas are most crowded, a group reaching 25.3 children compared with 22.4 children in groups from rural areas. However, it was found that in certain localities there were only 5 children in kindergartens, while in others the minimum number of children per group was 35.

Hiring of babysitters is not a widespread practice in Moldova, since members of an extended family (grandparents, other relatives) take care of children. Early childcare and education services offered by babysitters are most often provided in urban areas, however services provided by babysitters are frequently offered by individuals with no relevant education and are based on individual arrangements between family and unauthorized individuals (babysitter).

It is worth mentioning discrepancies in data coming from various sources, often being determined by different methodologies, insufficiency of indicators to assess performance of every educator and institution, insufficient disaggregation of indicators currently used – all of them creating serious obstacles for improving efficiency of educational management¹². Insufficiency of data related to access to education of Roma children and children with special educational needs limits the effectiveness of interventions.

Aging process represents another important challenge, mainly due to falling birth rate in recent years, which has reduced the absolute and relative young population. A comparison between demographic data of 2000 and 2012, reveals a remarkable reduction in number of children (0-14 years) from 23.8% to 16.1% (-293.0 thousand), and a corresponding growth of the elderly (65 and over) from 9.4% to 9.9% (12 500 people). According to 2012 data, the birth rate in rural areas (11.9 ‰) continues to be higher than in urban (10.0 ‰), while the share of employment by type of residence suggests that child birth affects women from urban areas to a higher degree compared with those from rural areas, significantly reducing women's participation in the labour market (by 17.3% and 14.2% in urban and rural areas respectively).

Given these circumstances, every institution and locality needs to be assessed, taking into account all the relevant indicators, including birth statistics, in order to improve efficiency and cost-effectiveness of pre-school services.

2. Scope of work:

UNICEF-Moldova seeks a specialized company that has the capacity to perform a complex assessment and cost-benefit analysis of childcare and education services in the Republic of Moldova, both crèches and kindergartens, as to ensure public expenses efficiency at the sub-sector level and safeguard universal access to education services and early development for all children, including children with special needs.

3. Objective of the Institutional Consultancy with expected results/outcome/products/sub products/outcomes:

The main objective of the consultancy is to perform necessary cost-benefit analysis to develop specific models for calculating the incumbent costs:

1. Per child in the crèches

¹⁰ http://www.statistica.md/public/files/publicatii_electronice/Educatia/Educatia_RM_2012.pdf

¹¹ Report on the demand and supply of early and pre-school education services from the perspective of women's employability (the case of the Republic of Moldova), UNICEF-Moldova and UN Women, 2013

¹² The IIIrd MDGs Report. Republic of Moldova, 2013

2. Per child in the kindergartens.

In both cases detailed costs for specific types of childcare services should be estimated. The minimum package of care services is to be considered, also the fact that there are specialized types of services, as kindergartens for children with different types of disabilities (e.g., hearing problems, impaired children, etc.). Public expenditures per pupil as % of GDP per capita should be estimated, as well as necessary pupil/teacher ratios per institution to ensure cost-effectiveness.

It should be mentioned that currently, the Ministry of Finance estimates a cost per pupil, which is based every year on the unit allocation of previous year plus an increase linked to inflation concerning items entering the cost per pupil (water, electricity, gas, school supplies, salary increases, etc.). This allocation per pupil is then multiplied by the total number of children aged from 3 to 7, without taking into consideration effective enrolment in a pre-school. However, the Ministry of Finance underestimates significantly actual unit cost. Also, there is no formula yet developed on the funding per child in crèches (from 1.5 to 3 years old).

More specifically, the requested consulting services will consist in the following:

- Perform costing evaluation of childcare services provided in each institution and locality, taking into account all the relevant indicators, including birth rates, in order to improve efficiency and cost-effectiveness of the pre-school service;
- Develop an accurate costing methodology; this study should aim at establishing and defining general principles of cost evaluation;
- Quantify all costs that make possible delivery of a defined service (e.g. administrative costs, direct and indirect costs, including inflation and annual average salary increase);
- Quantify the resources at a given period of time, without considering the time when financing was assigned;
- Develop specific costing models for each of the two groups of children and types of services, as well as determine the best and cost-effective way to ensure enrolment of all 1.5 – 7 years old children in the early and pre-school education;
- Develop an appropriate database for data entry;
- Ensure visibility and reliability of developed models;
- Develop an analytical report on the results of data analysis and provide necessary recommendations and practical solutions to be taken further on;
- Discuss the findings with main stakeholders, such as representatives of the Government, specialized Parliamentary Commissions, UNICEF, Local Public Administration, etc.

It is worth mentioning that under increased fiscal budgetary constraints and growing demand for social protection, a change in the focus of social policies from poverty reduction to social inclusion becomes a must. Additionally, efficiency gains in social sectors could be achieved by developing prevention side at community level. The problem of monitoring and evaluation in all sectors contributing to child wellbeing is essential for ensuring that vulnerabilities are properly identified and addressed.

Moreover, urban-rural disparities are important for most indicators. Rural areas tend to accumulate multiple disadvantages such as high poverty, high number of children left behind by migrant parents, poor quality of services, underdeveloped transport, poor water and sewage infrastructure, low coverage with professionals and a general high level of material deprivation.

The challenge for the Government of the Republic of Moldova is quite high: to succeed in one of the poorest countries in Europe, in making more efficient use of its state budget funds (by measures such as optimization, deinstitutionalization, improved prevention), coordinate donors' intervention and target uncovered areas in a systematic approach, while ensuring fulfilment of equity agenda. If sustainable progress is achieved, Moldova might become a best practice example for countries in the region.

4. Delivery dates based on the work plan:

The selected company will develop a detailed work plan in accordance with the time schedule presented below. Exact schedule of deliverables will be agreed upon after the signature of the contract.

The Service Provider will be responsible for producing the following key deliverables:

	Deliverables	General Timeframe
1.	General reporting	
	<u>Initial report</u> It will also contain methodological approach for ensuring synergy between tasks and available data, including the list of documents proposed for review; baseline indicators and other relevant information for this stage.	End August 2014
	<u>Narrative report on accomplishment of assignment</u> It will describe stages passed, resources used, obtained results versus expected ones, impact of obtained results, risks overcome and problems faced, lessons learned and recommendations.	End March 2015
2.	Specific tasks	
	<u>Develop an accurate costing methodology</u>	End September 2014
	Costing evaluation of childcare services, assessment of every institution and locality, taking into account all the relevant indicators, including the birth rates, in order to improve efficiency and cost-effectiveness of pre-school services	End February 2015
	Analyze relevant international studies and experiences	August 2014
	Develop an appropriate database for data entry	October
	Develop specific costing models for each of the two groups of children and types of services and determine the best and cost-effective way to ensure the enrolment of all 1.5 – 7 years old children in early and pre-school education and care	Early February 2015
	Develop the first draft of the analytical report on the results of the analysis and provide necessary recommendations and practical solutions, including corrective actions to be taken	End February 2015
	Discuss findings with main stakeholders, such as representatives of the Government, specialized Parliamentary Commissions, UNICEF, Local Public Administration, etc.	Mid April 2015
	Finalize the analytical report and present the findings	End April 2015

5. Details of how the work should be delivered:

Development and improvement of child day-care services implies elaboration of an accurate costing methodology. This study should aim at establishing and defining the general principles of cost evaluation:

- Identifying the methodological approach;
- Defining the terminology;

- Identifying steps for defining unit costs;
- Presenting the risks and limits of the methodology.

Given the specificity of child day-care service costing, relevant international studies and experiences should be analysed.

In the process of defining the two types of costs (first – cost per child in crèches and second – cost per child in the kindergartens) two basic rules are to be considered:

- Quantification of all costs that make possible delivery of a defined service (e.g. administrative costs, direct and indirect costs, including inflation and annual average salary increase);
- Quantification of resources at a given period of time, without considering the time when financing was assigned;

The study should consider primary and secondary information from the latest 4 years (2010 - 2013). Traditional methods of cost evaluation imply a uniform distribution of direct expenses linked with resource consumption to produce the good/service, although, in practice, the consumption is irregular. This approach leads to under- or over-assessment costs. In order to overcome the limits of traditional methodology, this study should propose the activity-based costing methodology (ABC), where the activity is approached as a process, task or function, which transforms resources (inputs) in products/services (outputs).

ABC is a costing method, which associates costs of resources with service delivery. This method implies:

- a) Defining and evaluating all resources used (administrative, personnel etc.);
- b) Identifying activities linked to each service and distributing resources used for each activity;
- c) Combining activities related to the service and allocation of resources used for each of the activities in order to obtain the cost of the activity;
- d) Combining activities related to the service to obtain the cost of service, which will be divided by the number of beneficiaries.

Therefore, the ABC focuses on Indicative Unit Cost, which represents the delivery cost of one unit of activity of the respective service and is calculated by dividing the costs of resources (inputs) to the level of activity (outputs).

$$\text{Indicative Unit Cost (IUC)} = \frac{\text{Cost of resources}}{\text{Cost of activity}}$$

The units are expressed in:

- Duration (length, time) of service provision (hours/days);
- Number of children who benefit from the respective services.

There are few principles that should be followed in the process of estimating the Unit Costs:

- UC should include the total cost of delivered service;
- UC should comply with minimum quality standards;
- UC should reflect the way these services are used (residential/non-residential institutions);
- UC should reflect the overtime changes in costs;
- Accurate and updated data;
- The methodology has to be transparent, with a serious documentary source.

The Unit Cost will be divided into fixed, variable and steeped costs, direct and indirect costs:

- Fixed costs are the costs that do not change with the quantity of delivered service;
- Variable costs are the costs that are directly and proportionally changing with the quantity of delivered service;

- Steeped costs change at a given level of provided service; the costs decrease with the increase in the amount of provided service;
- Direct costs are the costs, which are easily attached to the activity/service;
- Indirect costs are the costs attached to more than one activity/service.

Data collection and analysis methods

A) Data

Reliable financial data are required to identify costs in a coherent and precise manner. It is extremely important to define, at an early stage: a) what kind of data are needed, b) the way the data will be collected (primary, secondary information, qualitative, quantitative data), c) sampling and interviewing method, d) data analysis methodology, e) time interval when data will be collected.

For the proposed analysis, two kinds of data will be collected:

- Primary* data, quantitative data. The sample should include public institutions, civil society representatives, providers of social services for family and child, Community Centres for Early Education, etc. The primary data will be collected through in depth interviews with stakeholders (list of stakeholders and discussions summaries to be presented in the final report).
- Secondary* data: the secondary data emerge from examination of the relevant studies and reports, accounting books and financial annual reports.

B) Sampling method

The sample contains providers of childcare services, public and private institutions. The list of providers will be attached to each identified services. Some providers from this list will be selected and interviewed, selection being done taking into consideration the number of beneficiaries (providers will be contacted at first).

At the same time, regional distribution will be considered (childcare services regional distribution map from the *Report on the demand and supply of early and pre-school education services from the perspective of women's employability (the case of the Republic of Moldova)*, UNICEF-Moldova and UN Women, 2013 will be used, as well as social services regional distribution from other relevant studies). Around 30 interviews (at least 10 interviews per country region) should be undertaken, with at least four providers for each identified service. The providers will be selected from different regions. The list of interviewed providers should be presented in the annexes of the final report.

C) Data analysis

Both primary and secondary data will be collected, including through questionnaires (statistical form) and will be introduced and analysed using XLS spread sheet or any other relevant application or soft. The model will allow automatic data adjustment to defined indices that will reflect price changes, will allow modelling of components of each cost and will be countered to the existing norms.

The Report will have the following tentative structure:

- Executive Summary
- Introduction (including context, scope, methodology)
- Several agreed thematic chapters

- Lessons learned
- Findings and Conclusions
- Recommendations
- Annexes.

6. Performance indicators for evaluation of results:

The Contractor's performance will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, accuracy and quality of delivered products.

To ensure quality of the study, the contractor will make sure that both quantitative and qualitative data are representative and accurate; provided consultancy services are of high quality and the assignment is conducted professionally in an impartial and unbiased manner; all sensitivities are well addressed, potential risks are identified and ways of mitigation proposed.

The success of given assignment can be ensured only by team work of all stakeholders involved via active participation at all stages of the assignment and the Contractor should play the role of guarantor of this joint effort. All deliverables shall be submitted and endorsed by the UNICEF-Moldova corresponding project team.

The selected Service Provider is expected to work in a close cooperation with national counterparts and UNICEF Moldova team and will regularly keep them updated on the process.

7. Qualification requirements:

Interested companies should meet the following minimum qualification criteria:

- Officially registered legal entity or mixed organizations/consortium;
- Active on the market and has at least 5 years proven relevant experience in conducting research, surveys, cost-benefit analysis and modelling, focus-group discussions, in-depth interviews, other sociological surveys;
- Available experienced and qualified team of experts with backgrounds and experience relevant for the current assignment;
- At least 5 years of proven technical knowledge and successful development and implementation of assessment activities;
- Capacity to involve adequate quantity of trained and qualified staff (own human resources or attracted) for the fieldwork in order to respond effectively to current TORs requirements;
- Track record of at least 3 (three) similar assignments.

8. Submitting the proposal

Interested companies should submit the following documents/information to demonstrate their qualifications:

1. Proposal explaining a short description of methodology or approach on how to deliver the assignment as per the TORs including planned visits and travel to Moldova
2. Financial proposal (inclusive of all fees and travel expenses)
3. CVs

The Proposal should contain concrete names and CVs of qualified team of professionals/experts who will be involved in the assignment, with clear description of their experience/record internationally and in Moldova or in this region (if any,

this would constitute an advantage). Also, there should be a clear distribution of tasks and responsibilities among individual members of the consultancy team. The partner organizations, if consortium is proposed, should have clearly defined roles and responsibilities, as well as a clear mechanism of coordination and monitoring of activities and tasks.

Financial proposal

The financial proposal shall specify a total lump sum amount and payment terms (i.e. whether payments fall in instalments or upon completion of the entire contract). Payments are based upon output, i.e. upon delivery of the services specified in the TOR. The financial proposal should include a breakdown of this lump sum amount (including fee and number of anticipated working days in and out of the country, travel costs and per-diems).

9. Evaluation of candidates

The candidates will be assessed against the following technical criteria and scores:

Criteria	Max score
Technical competences	
<ul style="list-style-type: none"> At least 5 years of proven technical knowledge and successful development and implementation of assessment activities 	15
<ul style="list-style-type: none"> Active on the market and has at least 5 years proven relevant experience in conducting research, surveys, cost-benefit analysis and modelling, focus-group discussions, in-depth interviews, other sociological surveys) 	15
<ul style="list-style-type: none"> Available experienced and qualified team of experts with backgrounds and experience relevant for the current assignment 	15
<ul style="list-style-type: none"> Capacity to involve adequate quantity of trained and qualified staff (own human resources or attracted) for the fieldwork in order to respond effectively to the current ToRs requirements 	10
<ul style="list-style-type: none"> Track record of at least 3 (three) similar assignments 	15
<ul style="list-style-type: none"> Similar assignments in Moldova or in this region would constitute an advantage 	5
<ul style="list-style-type: none"> Knowledge of international practices and EU policies related to costing of ECD services 	5
<ul style="list-style-type: none"> Excellent communication, presentation, team-work and cooperation skills; ability to listen and express opinions sensitively; high work ethics 	5
<ul style="list-style-type: none"> Excellent command of English language, both oral and written, including report-writing skills for project manager. 	5
Total score	90

(70 points required for technical qualification)	
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The weight between technical evaluation criteria and price proposal would be assigned as 70/30 (technical/price).

Contract will be awarded to a company which meets the technical qualification requirements and provides best value for money (based on the financial offer).

10. Support provided by UNICEF and supervision arrangements:

To achieve the above mentioned objectives, UNICEF will facilitate the contact with the Ministry of Education and other relevant stakeholders, and will provide timely feedback to all deliverables to be presented by the contracted organization.

The Contractor will work under the direct supervision of UNICEF Social and Economic Specialist and ECD Officer. The ECD Officer will also perform the evaluation report concerning contractors' work.

11. UNICEF recourse in the case of unsatisfactory performance

In case of unsatisfactory performance the contract will be terminated by notification letter sent 10 days prior to the termination date. The contractor will be obliged to reimburse all expenses for unsatisfactory performance activities/products. In the meantime, UNICEF will initiate another selection in order to identify appropriate candidate.

ANNEX II - UNICEF SPECIAL TERMS AND CONDITIONS

1. UNETHICAL BEHAVIOUR

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

2. CORRUPT AND FRAUDULENT PRACTICES

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

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

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

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

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

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

3. GUIDELINES ON GIFTS AND HOSPITALITY

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

4. LATE DELIVERY

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

5. RIGHTS OF UNICEF

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

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

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

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

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

ANNEX III - UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/ CORPORATE CONTRACTS

1. ACKNOWLEDGMENT COPY

Signing and returning the acknowledgment copy of a contract issued by UNICEF or beginning work under that contract shall constitute acceptance of a binding agreement between UNICEF and the Contractor.

2. DELIVERY DATE

Delivery Date to be understood as the time the contract work is completed at the location indicated under Delivery Terms.

3. PAYMENT TERMS

- (a) UNICEF shall, unless otherwise specified in the contract, make payment within 30 days of receipt of the Contractor's invoice which is issued only upon UNICEF's acceptance of the work specified in the contract.
- (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- (c) The prices shown in the contract cannot be increased except by express written agreement by UNICEF.

4. LIMITATION OF EXPENDITURE

No increase in the total liability to UNICEF or in the price of the work resulting from design changes, modifications, or interpretations of the statement of work will be authorized or paid to the contractor unless such changes have been approved by the contracting authority through an amendment to this contract prior to incorporation in the work.

5. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles imported or exported for its official use. Accordingly, the Vendor authorizes UNICEF to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to UNICEF. Payment of such corrected invoice amount shall constitute full payment by UNICEF. In the event any taxing authority refuses to recognize the UN exemption from such taxes, the Vendor shall immediately consult with UNICEF to determine a mutually acceptable procedure. Accordingly, the Contractor authorizes UNICEF to deduct from the Contractor's invoice any amount representing such taxes, duties, or charges, unless the Contractor has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

6. LEGAL STATUS.

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNICEF. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNICEF.

7. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for

work under this Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local customs and conform to a high standard of moral and ethical conduct.

8. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, agents, servants and employees, from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of the acts or omissions of the Contractor or its employees or sub-contractors in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

9. INSURANCE AND LIABILITIES TO THIRD PARTIES

- (a) The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this Contract. The Contractor represents that the liability insurance includes sub-contractors.
- (c) The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of work under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - (i) name UNICEF as additional insured;
 - (ii) include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNICEF;
 - (iii) provide that UNICEF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- (e) The Contractor shall, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article.

10. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNICEF in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNICEF or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNICEF.

11. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNICEF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

12. TITLE TO EQUIPMENT

Title to any equipment and supplies which may be furnished by UNICEF shall rest with UNICEF and any such equipment

shall be returned to UNICEF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment when returned to UNICEF shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear.

13. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNICEF shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At UNICEF's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the UNICEF in compliance with the requirements of the applicable law.

14. CONFIDENTIAL NATURE OF DOCUMENTS

- (a) All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNICEF, shall be treated as confidential and shall be delivered only to the UN authorized officials on completion of work under this Contract.
- (b) The Contractor may not communicate any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF which has not been made public except with the authorization of the UNICEF; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract with UNICEF.

15. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- (a) In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNICEF of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNICEF of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice required under this Article, UNICEF shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under the Contract.
- (b) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNICEF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- (c) Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

16. TERMINATION

If the Contractor fails to deliver any or all of the deliverables within the time period(s) specified in the contract, or fails to perform any of the terms, conditions, or obligations of the contract, or should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the contractor, UNICEF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate the Contract, forthwith, in whole or in part, upon thirty (30) days notice to the Contractor.

UNICEF reserves the right to terminate without cause this Contract at any time upon thirty (30) days prior written notice to the Contractor, in which case UNICEF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

In the event of any termination no payment shall be due from UNICEF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this contract.

Upon the giving of such notice, the Contractor shall have no claim for any further payment, but shall remain liable to UNICEF for reasonable loss or damage which may be suffered by UNICEF for reason of the default. The Contractor shall not be liable for any loss or damage if the failure to perform the contract arises out of force majeure.

Upon termination of the contract, UNICEF may require the contractor to deliver any finished work which has not been delivered and accepted, prior to such termination and any materials or work-in-process related specifically to this contract. Subject to the deduction of any claim UNICEF may have arising out of this contract or termination, UNICEF will pay the value of all such finished work delivered and accepted by UNICEF.

The initiation of arbitral proceedings in accordance with Article 22 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

17. SUB-CONTRACTING

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain the prior written approval and clearance of UNICEF for all sub-contractors. The approval of UNICEF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

18. ASSIGNMENT AND INSOLVENCY

1. The Contractor shall not, except after obtaining the written consent of UNICEF, assign, transfer, pledge or make other dispositions of the Contract, or any part thereof, of the Contractor's rights or obligations under the Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, terminate the Contract by giving the Contractor written notice of termination.

19. USE OF UNITED NATIONS AND UNICEF NAME AND EMBLEM

The Contractor shall not use the name, emblem or official seal of the United Nations or UNICEF or any abbreviation of these names for any purpose.

20. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNICEF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

21. PROHIBITION ON ADVERTISING

The Contractor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to UNICEF without specific permission of UNICEF.

22. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this

Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party or the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of six percent (6%) and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

23. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

24. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of potential suppliers to Article 32 of the Convention which inter alia requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

25. ANTI-PERSONNEL MINES

UNICEF supports an international ban on the manufacture of anti-personnel mines. Anti-personnel mines have killed and maimed thousands of people, of whom a large proportion are children and women. Anti-personnel mines present a serious obstacle to the return of populations displaced from their residences by fighting around their villages and homes. UNICEF has, therefore, decided not to purchase products from companies that sell or manufacture anti-personnel mines or their components.

26. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNICEF unless provided by an amendment to this Contract signed by the authorized official of UNICEF.

27. REPLACEMENT OF PERSONNEL

UNICEF reserves the right to request the Contractor to replace the assigned personnel if they are not performing to a level that UNICEF considers satisfactory. After written notification, the Contractor will provide curriculum vitae of appropriate candidates within three (3) working days for UNICEF review and approval. The Contractor must replace the unsatisfactory personnel within seven (7) working days of UNICEF's selection.

If one or more key personnel become unavailable, for any reason, for work under the contract, the Contractor shall (i) notify the project authority at least fourteen (14) days in advance, and (ii) obtain the project authority's approval prior to making any substitution of key personnel. Key personnel are designated as follows:

(a) Personnel identified in the proposal as key individuals (as a minimum, partners, managers, senior auditors) to be assigned for participation in the performance of the contract.

(b) Personnel whose resumes were submitted with the proposal; and

(c) Individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

In notifying the project authority, the Contractor shall provide an explanation of circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement personnel in sufficient detail to permit evaluation of the impact on the engagement.

Acceptance of a replacement person by the project authority shall not relieve the Contractor from responsibility for failure to meet the requirements of the contract.