

REQUEST FOR PROPOSAL (RFP)

12 December 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

End-of project evaluation of the interventions aimed to promote an integrated approach to developing services for most-at-risk adolescents and youth implemented during March 2012-December 2014 ("Because they need protection from HIV and AIDS" project supported by Dutch National Committee for UNICEF)

SEALED Proposals should be sent to:

UNICEF Moldova
LRPS-DSU-2014-9116547
131, 31 August 1989 street, Chisinau, Moldova

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2014-9116547** 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 **19 December 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-2014-9116547** 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: MDL

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 national institutional consultancy for Human Resource and Training Needs Assessment in social work in Republic of 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 19 December 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 **19 December 2014** in one (01) original and one (01) copy, duly signed and dated. Bidders must submit a sealed proposal, with the signed, stamped and dated bid form and 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-2014-9116547**
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.

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 envelope**
 - Containing bid form, envelope for technical proposal, and envelope for price proposal
 - Envelope is sealed
 - Envelope is marked as follows
 - Name of company
 - LRPS-DSU-2014-9116547
 - 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 USD** (UN exchange rate for the payment date will be applied). The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization.

1.11 PROPERTY OF UNICEF

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

1.12 VALIDITY

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

1.13 CONTRACTUAL TERMS AND CONDITIONS

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

1.14 FULL RIGHT TO USE AND SELL

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

1.15 PAYMENT TERMS

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

ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE

Duration: December 2014 – April 2015

Location: targeted geographic areas - Chisinau, Balti, Donduseni, Ungheni, Orhei and Ribnita

Background/ Evaluation Context

Situation of the Most at Risks and Especially Vulnerable Adolescents (MARA and EVA)

The HIV epidemic in Moldova remains concentrated largely among risk groups, particularly drug users, commercial sex workers, men having sex with men, and prison populations. The most affected site is the city of Balti (HIV prevalence in Balti 764 cases per 100 thousand, HIV prevalence in Transnistrian region - 475 cases per 100 thousand, HIV prevalence in Chisinau -115 cases per 100 thousand).¹ The transmission level through injectable drug use has decreased considerably, shifting the epidemic to the partners of key risk groups. The main route of transmission is via sexual intercourse (92% in 2013 as compared with 10% in 1996).

More than half of new cases are young people. Comprehensive knowledge about HIV transmission among young people 15-24 years of age is low: 36% of young women have comprehensive knowledge about HIV transmission and 28% of young men. Only 49% of women 15-24 years old who had sex with more than one partner in the last 12 months used condom and 68% of young men.² Around 11% of teenagers, aged 10-19 were offered drugs and 3% of the adolescents have experience with the use of narcotics.³ The low level of knowledge is linked to low abilities of parents to discuss with their children about sexual development and related issues and withdrawn of the course on sexual and reproductive health (the Life Skills course) from the curriculum in public schools, and that at present no such course was being offered in public schools.

Adolescent drug users, commercial sex workers, men who have sex with men, adolescents who work, live, or spend their time in the street or who live in institutions, etc. are extremely vulnerable to infection with HIV due to the conditions in which they live or the risky practices they have adopted. Living and working on the streets usually means that they end up selling their bodies for money and becoming addicted to drugs and alcohol. These adolescents have nothing to live for, receive no love or support, and have no future prospects. They face the highest risk of becoming infected with HIV and passing the virus on to others. They live in a self-destructive spiral. UNICEF supported study revealed that, the mean age for first injection of drugs in Moldova was 17 years (the lowest level for drug injecting - 12 years old), 41% adolescents and youth injected drugs in private apartments/ house (in Balti – 57%) and 85% of respondents reported indirect sharing of injection equipment. Almost a half of injecting drug users (IDUs) were detained or harassed by police during the last year, more males than females. Of IDUs, nearly 9%

1 Source: Third National MDG Report, 2012

2 Source: 2012 Moldova MICS

3 Source: KAP Study in adolescents health and development, 2012

(mostly of 18-24 years old) were convicted and served a sentence, and more than four of every ten of those used injecting drugs even during the period of detention in the penitentiary institution.⁴ One in every four adolescents in detention was in child protection centres or orphanages during their lifetime. Most of them were detained in pre-sentencing facilities before a final judicial decision. During the entire process, 44% of them were beaten by police or employees of the penitentiary service in the previous year. The study concludes that drug injecting adolescents and children who come in contact with the criminal justice system as suspects are among the most at risk adolescents with regard to HIV/AIDS. Considering the experiences of most-at-risk adolescents with law-enforcement bodies, as described above, their proper identification and referral to services is hindered, making them more vulnerable.⁵ Current health legislation, including the Law on HIV, the Law on Patients' Rights, and the Law on Health, is being revised and UNICEF advocates for decreasing the age threshold for compulsory parental consent to access health services for adolescents. The newly approved National Programme on HIV and STI prevention and control for 2014-2015 is mostly focused on intervention that target the risk groups of population and people living with HIV/AIDS.

Furthermore, the Law on special protection of children at risk was adopted in 2013 as a legal tool to secure protection and safeguard the rights of vulnerable children, including children left behind and in contact with law. A new National Strategy on Child Protection for 2014-2020 was approved in June 2014. It targets, among others, vulnerable and marginalized adolescents. An Action Plan to implement the Strategy is currently under development.

Following joint efforts of UN agencies, civil society, policy makers and other stakeholders, the Ministry of Health approved the standards allowing NGOs to provide rapid saliva based HIV tests to vulnerable groups. Hence, the NGO from Balti "Youth for the Right to Life" started testing of vulnerable groups in three locations in Balti, including the Youth Friendly Health Centre "ATIS" targeting MARA and young people.

Despite the fact that Youth Friendly Health Centres were established in each districts, the quality of services differ from centre to centre and most of professionals do not have skills to provide quality services for most at risk and especially vulnerable adolescents. Moreover, outreach services for marginalized adolescents are not part of the most newly established centre. In the framework of scaling up YFHS, UNICEF supported the economic analysis of YFHS, including costing of services for most-at-risk adolescents. UNICEF continues advocating for contracting YFHC by Health Insurance Company, in order to provide outreach services for most-at-risk and especially vulnerable adolescents, based on the results of the Economic Analysis of Youth Friendly Health Programme in Moldova. UNICEF will continue advocating for the institutionalization and proper public funding of outreach services for most at risk and especially vulnerable adolescents.

UNICEF support

Starting with 2002 UNICEF supported establishing of a network of YFHCs with development of package of services for most at risk and especially vulnerable adolescents. Additionally, UNICEF supported throughout the years NGOs working with street children and most at risk and especially vulnerable adolescents on development and provision of services to most at risk and especially vulnerable adolescents, including outreach services.

Starting with 2012, a new project supported by the Dutch National Postcode Lottery "Because they need protection from HIV and AIDS" (hereinafter the Project) has been implementing in Chisinau, Balti, Donduseni, Ungheni, Orhei and Ribnita. The following NGOs/services providers are implicated in the

⁴ Source: Assessment of risk of HIV among MARA, 2010

⁵ Ibid

project activities : Children in Need and the Municipal Department for the protection of children's rights (Chisinau), Youth for the Right to Life (Balti), Tinerele Femei din Cernoleuca (Donduseni), Institute for Penal Reform (IRP) in Ungheni, , Adolescentul (Orhei), Perspectiva (Ribnita).

Current project aimed to develop and provide services for most at risk (MARA) and especially vulnerable adolescents (EVA) through interaction of service providers and professionals (so called "circle of solidarity").

The project interventions were built around four main goals:

1. Improvement of first-line aid for vulnerable and excluded youth
2. Creating of circles of solidarity to provide a better care
3. HIV prevention among vulnerable youth
4. Improving government policy on vulnerable youth

Key indicators planned to be achieved by the end of the project are as follows:

- 6 circles of solidarity in targeted localities, NGOs and governmental services work closely, offering young people an effective and especially tailored youth care programme;
- 200 professionals trained in provision of care services for MARA and EVA;
- 30 former street children have been trained on how to help vulnerable children;
- 1,000 most at risk youth have been tested for HIV and given HIV information;
- 600 most at risk adolescents boys and girls received legal, social and psychological aid;
- 10,000 vulnerable youth are informed and have knowledge on HIV/AIDS.

Both, the overall objectives of the project and the key results planned to be achieved are consistent with the outcomes of UN – Government of Moldova Partnership Framework and the UNICEF Country Programme for the period 2013-2017.

Rationale for evaluation: the Project has been implemented since March 2012 and will end in December 2014. Although project implementation has been regularly monitored by Implementing Partners and UNICEF, including, but not limited to the field visits, discussions with partners, beneficiaries and other actors monitoring of training activities etc. and all progress reports were submitted to donor, a more comprehensive independent evaluation is deemed necessary to validate achieved results, to document good practices and lessons learnt.

As it was envisaged in the project document, it will be evaluated in accordance with OECD-DAC criteria, considering human rights perspective as well, meaning that the evaluation will look not only at the results but also at how the project was implemented from duty bearers and right holders perspective. This last aspect is important for a project involving work with extremely vulnerable children.

Based on the above, UNICEF will contract a local company / agency to conduct end of project evaluation in accordance to the present Terms of Reference. The consultancy is expected to be carried out within a 3-4 month period, starting from December 2014.

1. Evaluation Purpose, Objectives and Scope

The evaluation will be conducted at the end of the project, assessing the situation in six localities where the interventions took place: Chisinau, Balti, Donduseni, Orhei, Ungheni and Ribnita.

The evaluation purpose is to assess end of project results and achievements in relation to the project objectives and document good practices, lesson learned for future programming.

The specific objectives are:

1. To assess the improvement of the first-line aid for project beneficiaries (vulnerable and excluded youth)
2. To evaluate coordination and capacity of professionals to provide quality services through the circles of solidarity
3. To measure the increase of HIV/AIDS awareness on the part of the young people.
4. To evaluate contribution of the project to improvement of government policy on vulnerable youth

One of the key evaluation question is the extent to which the model implemented in the above-mentioned localities can be widely rolled out.

The evaluation findings will be an important source of information for further improvement of the delivery of integrated services for most at risk and especially vulnerable adolescents, as well as to identify needs in future support. The evaluation results will be further used by the Ministry of Health, Ministry of Labour, Social Protection and Family, NGOs and relevant donors, such as: UNDP, UNFPA, WHO, Swill Agency for Development and Cooperation, ILO etc. both in programming and policy work.

Evaluation will cover entire implementation period (March 2012- December 2014) and will target direct beneficiaries (most at risk and especially vulnerable adolescent boys and girls) and professionals (health professionals, social assistants, psychologists etc.) in six localities.

3. Evaluation Criteria and Tailored Evaluation Questions

The project will be evaluated in accordance with OECD-DAC evaluation criteria: relevance, efficiency, effectiveness, sustainability and impact). Additional criteria to be used are: coverage, coordination and coherence. Human rights-based approach, gender and other crosscutting issues will be taken into consideration.

The evaluation team will take into consideration the following criteria and key tailored evaluation questions:

- **To assess the relevance/ To what extent does the Project responding to the priorities defined in the National Programme on HIV and STI control for 2014-2015, Child Protection Strategy 2014-2020, Youth Strategy and Justice Sector Reform?**
 - How the project fits to wider context of national child and adolescents' health and social protection priorities?
 - Do the project outcomes address key issues, their underlying causes and challenges?
 - To what extent does the Project respond to the needs of the target groups, in particularly boys and girls?
 - To what extent and how the Project took into account existing institutional and human capacities and results of the previous efforts as a basis for planned interventions?
 - Were the project objectives set realistically to be achieved in a given period of time?
- **To assess the efficiency / Does the programme use the resources in the most efficient manner to achieve its objectives?**
 - How well have the implementation of activities been managed? To what extent are activities implemented as scheduled, how flexible was the project in adapting to changing needs? How well have the financial resources been used?

- Did the project ensure co-ordination with other similar interventions to encourage synergy and avoid over-laps?
- **To assess the effectiveness / To what extent does the Project meet the outcomes as defined by the Project log-frame?**
 - What progress has been made towards the realization of project outcomes? Have the planned results been achieved to date? What are the result of intervention in terms of: number of adolescents reached with HIV/AIDS comprehensive information; number of most at risk, especially vulnerable adolescents and adolescents at risk of getting in contact with law reached with HIV prevention and education services, counselling and support services; numbers of medical personnel, psychologists, police and social assistants that can provide appropriate services for especially vulnerable adolescents boys and girls; number and functionality of established circles of solidarities in targeted localities.
 - To what extend did the project succeed in strengthening capacities of authorities and service providers, realisation of human rights, promoting gender equality and reflecting the equity dimensions?
 - To what extent did project contribute to improving life and health of vulnerable boys and girls, most at risk adolescents, ethnic minorities, adolescents at risk of getting in contact with law, risk of violence and abuse, street children, children without parental care (including of migrant parents), children graduated or about graduate from institutions?
 - Which are the main factors that contributed positively or negatively to the progress towards the outcomes?
- **To assess the sustainability / To what extent does the project outcomes achieved, sustainable?**
 - What measures have been taken to ensure sustainability of the project? What are the resources (both human and financial) to be used to sustain the program? To what extend and in what way have capacities been enhanced in public institutions?
 - Are the activities likely to be continued when external support is withdrawn, and will it be more widely replicated or adapted?
- **To assess the impact / To what extend and in what way did the project succeed in improving the situation of MARA and EVA in targeted localities?**
 - The question of *causality* and attribution will be addressed *to* explore possibility to assess the effect of the project on the life of MARA and EVA in target localities.
- **To assess human rights-based approach, gender and relevant cross-cutting issues / To what extent do the project outcomes contribute to achievements of children's rights and to what extent have they contributed to addressing key cross-cutting issues?**
 - Does the project actively contribute to the promotion of child rights, especially the most vulnerable?
 - To what extent and how project ensures and non-discrimination and equity focus?
 - Is the project gender sensitive?
 - Does the project use child and adolescents participation? How are the view of adolescents feed back into the project planning and activities?

Additional criteria to be used assessed to the extent possible are as follows:

- **Coverage:** Which groups have been reached by the project and what is the different impact on those groups? Have vulnerable adolescents been reached, including girls, most at risk adolescents, ethnic

minorities, adolescents at risk of getting in contact with law, risk of violence and abuse, street children, children without parental care (including of migrant parents), children graduated or about to graduate from institutions?

- **Coordination:** What was the role of the MoH, MLSPF, LPAs and other key actors in coordination of project activities? What was the role and comparative advantage of UNICEF?
- **Coherence:** What are areas and ways of cooperation with other UN and donor agencies' in regard to development of services for most at risk and especially vulnerable adolescents? What is the existing national and/or local policy on adolescent health, child protection? Is there coherence across interventions supported by different agencies?

4. Evaluation Process and Recommended Methodology:

The evaluation methodology will be guided by the Evaluation Norms and Standards of the United Nations Evaluation Group (UNEG)⁶.

The evaluation will assess the results of interventions and their effect on the situation of MARA and EVA in target localities at the end of the project (**summative, equity focused evaluation**). **Objectives-based approach** will be applied and will include mixed methods (quantitative and qualitative) with participation of professionals and vulnerable boys and girls (**gender and human rights responsive evaluation**).

The evaluation process will be based on the following methods:

- Desk review and analysis of existing national (and/or local) policies/priorities, project related documents (National Programme on STI and HIV/AIDS Control for 2014-2015, MoH decisions, MLSPF decisions, MoJ Justice Sector Reform, relevant reports/surveys, communication and training materials, etc.), available reports etc.
- structured observations/interviews with implementing partners and NGO representatives;
- individual face-to-face interviews with key stakeholders (LPA, social assistants, managers of the placement centres for street children and children in risk situation, youth centres, service providers, representatives of local council for child rights, representatives of YFHC and other members of "circle of solidarity");
- focus groups with service providers and beneficiaries (most at risk and especially vulnerable adolescent boys and girls).

The Agency will provide general description of the methodology as a part of application package. Detailed methodology of the evaluation and data collection tools will be defined and reflected in the Inception report.

Confidentiality: evaluators should be sensitive to beliefs and act with integrity and respect to all stakeholders. In the report, evaluator should ensure confidentiality of information regarding individual adolescents. Evaluators may not share findings with media concerning individual children or individual institutions.

Ethical issues: the evaluation team engaged in designing, conducting and managing evaluation activities should aspire to conduct high quality work guided by professional standards and ethical and moral principles in accordance with UNEG Ethical Guidelines for Evaluation⁷. The team should be able to exercise independent judgment and ensure that they are not unduly influenced by the views or statements of any party. The evaluations must give a comprehensive and balanced presentation of strengths and

⁶ UNEG Norms: <http://www.uneval.org/document/detail/21>, UNEG Standards: <http://www.uneval.org/document/detail/22>

⁷ UNEG Guidelines <http://www.uneval.org/document/detail/102>

weaknesses of the project being evaluated, taking due account of the views of a diverse cross-section of stakeholders.

Evaluators shall:

- a. Operate in an impartial and unbiased manner at all stages of the evaluation.
- b. Collect diverse perspectives on the subject under evaluation.
- c. Guard against distortion in their reporting caused by their personal views and feelings.

Accountabilities: the consultancy company / evaluation team will be accountable to do the following:

- Conducting desk review of available data/documents /reports etc.;
- Development of evaluation methodology (including evaluation questions and matrix), detailed work plan and inception report;
- Conducting the evaluation, ensure coordination with involved stakeholders, organizing field-visits, focus groups, and other logistical issues;
- Conduct data analysis, elaborate draft report and validate final evaluation report with UNICEF and partners , integrating UNICEF comments/ feedback ;
- Elaborate Summary report (up to 10 pages) and Power Point Presentation of key findings and recommendations
- Ensure quality translation and availability of all deliverables in English and Romanian

UNICEF will be accountable for providing of all project related documentation, reports etc., reviewing/approving the evaluation methodology, inception and final evaluation report.

5. Evaluation Work Plan / Details of how the work should be delivered

The period of this evaluation is December 2014 – April 2015. The evaluation will be completed with a submitting of Final report (in English) and presentation/dissemination of key evaluation findings and recommendations. The consultancy team will be entrusted with the evaluation based on the information and documents gathered, interviews with key partners, beneficiaries etc. to ensure the impartiality, consistency and coherence of the Final evaluation report.

Detailed work plan will be developed by the Contractor as a part of submission package and finally agreed with UNICEF.

The following main tasks will be undertaken:

1. Desk review: the Agency will analyse UNICEF project documents and project reports, counterpart progress/activity reports, relevant national programmes, law, strategies and regulations, funds spent official statistics and data/information from service providers on service provision to most at risk and especially vulnerable adolescents boys and girls from the localities implemented “circle of solidarities” (see Annex A. List of sources).
2. Elaboration of Inception report: draft evaluation methodology and tools, elaboration of Work plan (with clear responsibilities/timeline, key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.), evaluation questions, matrix, and Outline of the evaluation report as a part of Inception report to be submitted for review to UNICEF. In addition, programme/project theory or theory of change will be reconstructed to better understand attribution of the project to the changes of the situation of MARA and EVA in targeted localities.
3. Information and data collection in targeted localities: information will be collected through key informant interviews, focus group discussions with service providers and beneficiaries, and site visits. Completed data sets (filled out questionnaires, records of individual interviews and focus group discussion, etc.) will be presented in electronic format in Romanian.

4. Data analysis and report writing: the Agency will analyse all available information and data and develop Draft evaluation report in accordance with Evaluation standards and requirements. Draft report will be presented to UNICEF for feedback and will be submitted to the CEECIS Regional M&E and Gender Facility for review and comments.

5. Validation of evaluation results: the Agency will organize and facilitate a validation workshop with key stakeholders, presenting the key findings and recommendations of the evaluation.

6. Finalisation of the report: the Agency will incorporate all comments and suggestions into the Final report and develop Summary report (up to 10 pages) will take into consideration inputs from stakeholders and UNICEF staff. Evaluation Report will include executive summary, description of methodology and data collection tools, findings, conclusions, recommendations, lessons learned, attachments (ToR, theory of change / project log frame, evaluation matrix and tools, list of persons interviewed etc.)

The evaluation report will be required to follow and will be assessed rated in accordance with UNICEF Evaluation Report Standards and UNICEF Evaluation Technical Criteria⁸.

Final report will be submitted to UNICEF Global Evaluation and Research Database and will be assessed/rated by UNICEF Global Evaluation Reports Overview System (GEROS).

Stakeholders' participation

Stakeholders will be mainly involved into the evaluation process through (i) facilitating of data collection and providing information for the analysis, (ii) review and validation of the report and (iii) addressing key recommendations to be integrated in existing package of youth friendly health services as well as forthcoming national strategies in reproductive health, child and adolescents health and development.

During evaluation process the following stakeholders will be consulted through interviews and or/focus groups: representatives of target beneficiaries (most at risk and especially vulnerable adolescents boys and girls, medical professionals, social assistants, psychologists from public institutions and NGOs, representatives from LPA, coordinator of the National Programme on HIV/AIDS and STI control and involved civil society organizations as follows: “Youth for the Right to Life”(Balti), Institute for Penal Reform, “Tinerele femei din Cernoleuca” NGO, “Adolescentul” NGO (Orhei), “Perspectiva” NGO (Ribnita), “GenderDoc” NGO, “Zdorovoe Budushchee” NGO (Tiraspol), NGOs Children in Need and the Municipal Department for the protection of children's rights (Chisinau) etc.

The identification of relevant representatives from above mentioned stakeholders will be done in consultation with UNICEF CO.

Reliability of disaggregated data and potential limitations of the evaluation process and methods

Given resources and time consideration, as well as sensitive topic of the project dealing with the most vulnerable categories of adolescents, the following worth to be mentioning with regard to impact evaluation.

Considering relatively short duration of the project, there should not be any problem to access identified professionals to collect qualitative data in the field. However, the project beneficiaries (MARA and EVA) represent quite specific and closed group that could be hard to reach. Usually they are not ready to discuss openly their vulnerability status, problems, behaviour, attitude etc. that could create additional barriers when collecting the data.

Impact is included as one of the evaluation criteria, however taking into consideration sensitive topic and geographical coverage of the project , there is limited possibility to apply any quantitative methods and sampling methodology to this category of population. Purposive sample will be used in this case. In the absence of data on counterfactual outcomes speaking about comparison groups for participants (i.e. beneficiaries that not been exposed to the project interventions) the evaluation of impact will be focused

⁸ http://www.unicef.org/evaldatabase/files/UNEG_UNICEF_Eval_Report_Standards.pdf

on qualitative analysis, as compared with the quantitative approach. The qualitative results of this evaluation will not be generalizable. Nonetheless, qualitative methods will generate information that may be useful for understanding the mechanisms through which the project helped MARA and EVA to improve their life.

Access to the information / data collection in Ribnita could be limited considering geographical location (Transnistrian region of Moldova) and UNICEF CO will provide full support to facilitate the process of data collection.

Detailed list of sources of information will be provided to evaluation team at inception stage and all available quantitative data will be offered. To collect quantitative data could be a challenge as there is no standardised reports and data collection tools .

6. Deliverables and Delivery dates

| Nr. | Activity | Deliverables | Tentative deadlines ⁹ |
|-----|---|---|--|
| 1. | Conduct desk review and develop inception report including detailed methodology, data collection tools, evaluation Matrix, work plan and outline of Final evaluation report | Inception report 3 weeks | Within 3 weeks from contract commencement |
| 2. | Data collection of additional information, focus group discussions, interviews, field visits etc. | Documentation of the data collection process (field notes, list of interviewed persons, statistics etc.) 4 weeks | Within 7 weeks from contract commencement |
| 3. | Data analysis and evaluation report writing | Draft report 3 weeks | Within 10 weeks from contract commencement |
| 4. | Organisation of validation workshop / round table with UNICEF and key stakeholders with presentation of key findings and recommendations (in Power Point format) | Power Point presentation of key findings and recommendations and Work shop documentation (list of participants, summary of discussions etc.) 1 week | Within 11 weeks from contract commencement |
| 5. | Incorporation of UNICEF and partners comments finalisation of evaluation report and elaboration of summary report (up to 10 pages) | Final report and Summary report 2 weeks | Within 13 weeks from contract commencement |

All deliverables need to be submitted to UNICEF in electronic format in English and Romanian. The consultancy company / evaluation team will be responsible for translation.

7. Performance indicators for evaluation of results

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

- Completion of tasks specified in ToR;
- Compliance with the established deadlines for submission of deliverables;
- Quality of work;
- Demonstration of high standards of work with UNICEF and with counterparts.

⁹ Expected deadlines will be mutually agreed upon contract signature

Poor quality materials that do not correspond to the above-mentioned requirements shall be returned for review.

8. Qualifications and experience

The evaluation planned to be conducted by national consultancy company/agency. The key qualifications required for this assignments are as follows:

Consultancy Company / Agency

- Demonstrated capacity and capability to conduct evaluations, research and/or analysis ;
- Previous experience in assessing/ evaluating HIV, health and/or child protection programme (copies of report summaries);
- Proven expertise in the area of health, social protection, HIV prevention and social support to most at risk and especially vulnerable adolescents, street children, adolescents at risk of getting in contact with law, risk of violence and abuse, children without parental care (including of migrant parents), children graduated or about graduate from institutions;
- Familiarity with existing HIV prevention and support services for most at risk and especially vulnerable adolescents boys and girls;
- Demonstrated capacity and capability to analyse the data/information and to write the reports and ,in particularly, evaluation reports;
- General knowledge of UN evaluation policy, norms and standards, including human/child rights based approach as well as gender expertise;
- Previous cooperation with UNICEF or other UN agencies is an asset.

Evaluation Team Leader

- Advanced University degree in related field;
- Proven evaluation expertise and experience;
- Strong interpersonal communication abilities;
- Team leadership competencies;
- Expertise in gender and human/child rights based programming and evaluation
- Romanian, and English speaking and writing skills. Russian language skill is an added advantage.

9. Financial proposal

The financial proposal shall indicate total lump sum amount, as well as a detailed breakdown of budget items. Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

10. Evaluation criteria for selection

The total amount of points to be allocated for the **technical component** is 70 (refer to below tables)

| Criteria | <i>Maximum Points</i> |
|--|-----------------------|
| Overall Response | |
| Understanding the scope, objectives and completeness of evaluation, , concord between requirements and proposal, management arrangements | 5 |

| | |
|---|-----------|
| Sub total | 5 |
| Company and Key Personnel | |
| Institutional experience: similar projects/clients/contracts | 5 |
| Institutional experience: similar assignments undertaken | 5 |
| Team: team leader, experience, qualifications, position with institution | 15 |
| Team: other members, experience, expertise, knowledge | 10 |
| Sub total | 35 |
| Proposed Methodology, Approach and System | |
| Quality of proposed design and methodology and extent of alignment with requirements | 15 |
| Quality of proposed implementation/management plan | 10 |
| Recognition of direct/peripheral risks / problems and methods to prevent and manage these | 5 |
| Sub total | 30 |
| Total Technical Evaluation | 70 |

The total amount of points to be allocated for the **price component** is 30. The maximum number of points (30) will be allotted to the lowest price proposal of a technically qualified offer. Points for other offers will be calculated as **Points (x) = (lowest offer/ offer x) * 30**.

Contract will be awarded to the offer or who obtains the highest cumulative score (technical component points + price component points).

11. Definition of supervision arrangements

The selected organization will work under direct supervision of the Health Officer with technical support of M&E Officer. Fees will be rendered upon written approval by the UNICEF Supervisor, and contingent upon the quality of deliverables.

UNICEF will regularly communicate with the selected organization and provide formats for reports, feedback and guidance on performance and all other necessary support to achieve objectives of the Evaluation, as well as remain aware of any upcoming issues related to expert's performance and quality of work.

12. Description of official travel involved

The evaluation will require local travels. A travel plan will be included in submission package. All travel arrangements and expenses will be covered by the selected company and included in the financial offer (lump sum).

13. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Health, Ministry of Social Protection and Family, relevant LPA 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 A: List of information sources

The documents bellow are listed according to relevance and priority. Please note that this a selection of key documents that contain the most reliable data.

UNICEF and United Nations documents:

Project proposal

Project Reports (2012, 2013, 2014) including project outputs

UNICEF Annual Reports (2012 and 2013)

UNICEF Country Programme Document (2013-2017)

UNICEF Assessment of Risk of HIV Infection among Most at Risk Adolescents (MARA), 2010

UNICEF CEE/CIS Manual on Programming to prevent HIV in most at-risk adolescents, 2008

Economic Analysis of Youth Friendly Health Programme in Moldova

UN – Government of Moldova Partnership Framework for the period 2013-2017

Evaluation of the National Strategy on Reproductive Health, UNFPA and WHO

Legislation, Government documents and official statistics:

Law on HIV

Law on special protection of children at risk and children without parental care

National Strategy on Child Protection for 2014-2020

National Programme on HIV and STI Prevention and Control for 2014-2015

National Strategy on Reproductive Health

Law on Patients' Rights

Law on Health Care

Available official statistics on the situation of adolescents

Surveys, studies:

KAP Study. Adolescents Health and Development, 2012

2012 Moldova Multiple Indicator Cluster Survey (MICS), 2012

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.