

REQUEST FOR PROPOSAL (RFP)

17 June 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Assessment of early childhood family separation and abandonment in the Republic of Moldova

SEALED Proposals should be sent to:

UNICEF Moldova
LRPS-DSU-2016-9125946
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-2016-9125946– Technical

For Financial proposal the subject will be LRPS-DSU-2016-9125946– Financial

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2016-9125946** 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 **3 July 2016**. 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-2016-9125946** 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 **Assessment of early childhood family separation and abandonment in the 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 3 July 2016**

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 or via fax at 37322-02-44. Please make sure that the e-mail or fax mentions the RFP reference number.

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

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 Proposals may be withdrawn on written request received from bidders prior to the opening time and date.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

1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later than 17:00 on **3 July 2016** 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-2016-9125946**
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 3 July 2016** in one (01) e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2016-9125946– 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-2016-9125946– 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 and paragraph 7 of the ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE.

1.6.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
 - Technical proposal
 - 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-2016-9125946
131, 31 August 1989 street, Chisinau, Moldova

1.7 CONFIDENTIAL INFORMATION

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

1.8 RIGHTS OF UNICEF

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

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));

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

1.9 PROPOSAL OPENING

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

1.10 PROPOSAL EVALUATION

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

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

The proposals will be evaluated against the following:

CATEGORY	POINTS
1. Technical Evaluation Criteria	70
Only proposals which receive a minimum of 50 points will be considered further.	
2. Price Proposal	30
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.:	

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

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. 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.

1.11 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

Assessment of early childhood family separation and abandonment in the Republic of Moldova

1. Background:

Family separation and child abandonment are the main reasons for placing children under the age of three and those with disabilities in institutional care. The total number of children who grow up in formal care in the CEE/CIS region is estimated at 1.3 million, of which 650,000 live in residential care. Of these children, some 200,000 have disabilities, and 27,000 are under the age of three.¹ In Moldova, the rate of children in institutions has been steadily decreasing, from 12,000 in 2006 to 3,800 in 2014, but it is at risk of reaching a plateau. Out of those, approx. 3% are children under the age of three, and 49% have intellectual/mental, sensorial and neuromotor disabilities, 19% have physical or sensory disability and 51% have chronic diseases.² The number of children left behind by migrant parents is also staggeringly high at 20 per cent in the age group 2-14 years old (MICS 2012).

At national level, laws and policies are being put in place to set the basis for a solid child protection system: the Law 140/2013 on special protection of children at risk and those separated from their parents, the Government decision on the inter-sectorial referral mechanism, the Child Protection Strategy for 2014-2020 and its Action Plan all recognize the need for an adequate child protection system to prevent and protect children from violence, neglect, exploitation, and, increasingly, from institutionalization.

However, ongoing reforms of child-care systems have so far produced little measurable results on prevention of family separation even if a greater number of vulnerable children are being placed in family-based care arrangements.³ Statistics did not disclose any substantial change regarding the abandonment and relinquishment of children under the age of three and those with disabilities although the need for additional investments to support their families is widely recognized. The latest data show that 352 cases of abandonment were registered in 2013, with 87 per cent of them in healthcare institutions.⁴ A UNICEF study on Child Abandonment (2006) clearly demonstrated that child-care institutions usually capture children with disabilities, children with chronic diseases or behavioral problems, children from ethnic minorities, children whose families became socially or economically vulnerable (single mothers, mothers who give birth to children out of wedlock, children from migrant families, parents with mental illness etc.) and children whose parents are abusing alcohol, are dependent on drugs or are in prison. Stigma, discrimination and gender dynamics are also thought to be very influential in decisions about placement in institutional care. According to the study findings, child institutionalization was determined by a range of social and economic factors that lead to a multitude of family separation and abandonment cases. The most frequent factors were: 1) financial difficulties 96.6%, 2) single mother 60.4%, 3) child abuse/neglect 36.6%, 4) child health 21.1%.⁵ The limited data collection and evidence based service planning at local level makes

1 United Nations Children's Fund, *TransMonEE 2012 Database*, UNICEF Regional Office for CEE/CIS, Geneva, May 2012.

2 <http://moldova.wearelumos.org/sites/default/files/Evaluare-strategica-sistem-protectie-copii-moldova.pdf>

3 According to the National Bureau of Statistics, out of 690.9 thousands of children aged 0-18 registered in 2014, approximately 155 thousands were 0-3 years old.

4 <http://mmpsf.gov.md/sites/default/files/document/attachments/raport-social-2013.pdf>

5 http://www.unicef.org/moldova/ChildAbandonmentENG_with_coverpage.pdf

it even more difficult to address the needs of families at risk.

When analysing the bottlenecks to a functioning child protection system, the lack of effective mechanisms to prevent separation of children from their families comes out as a major issue. Early childhood is decisive for optimal growth and development. In contrast, institutionalization of children in the early years delays development and has harmful and permanent consequences for the child. There is increasing evidence from research about devastating effects to health and development of young children if they stay for longer than three months in institutional care.⁶ A UNICEF rights-based regional situation analysis of children under the age of three in formal care in Eastern Europe and Central Asia established that the main weaknesses of social welfare and healthcare systems indirectly leading to child abandonment and relinquishment are the following: 1) lack of early identification of at-risk mothers; 2) lack of preventative services; 3) lack of sexual education and family planning; 4) poor antenatal and perinatal care; 5) hospitals' failure to promote practices aiming to strengthen parent-child bonding; 6) consent, tolerance or indifference of untrained medical staff, which may encourage relinquishment; 7) lack of reporting and collaboration between health and social welfare sectors; and 8) absence or high cost of health insurance for vulnerable groups.⁷

Besides tackling the institutionalization of children, the Government will need to take additional efforts in the coming years to reduce family separation rates. Attention should focus more strongly on the most vulnerable groups, i.e., children with disabilities and children under the age of three, who have benefited the least from reforms. The professional services at the community have to be sustainable but also adapted to the specific needs of the children for whom these services are a priority. For example, the health sector should play a clear articulated role in preventing relinquishment and abandonment of small children; the new emerging social work profession should be assigned a stronger mandate to work with the most vulnerable families, by providing outreach support to those who otherwise are at risk of not using existing services or protection mechanisms; specialized foster care for very young children or children with disabilities should be developed. This should go alongside capacity-building efforts to improve local planning, budgeting and financing of new services; strengthen the system's accountability towards its clients; and monitor, evaluate and review policies in the light of services' and social protection mechanisms' ability to prevent family separation.

In the afore mentioned conditions, based on the provisions of the Child Protection Strategy for 2014-2020 and its draft Action Plan, UNICEF Moldova intends to carry on a situational analysis of early childhood family separation and abandonment in Moldova. The assessment will look into the causes of abandonment of children aged 0-6, with particular focus on children under three and those with disabilities, key-factors leading to it, and system's attitudes and response toward the phenomena. Also, strong emphasis will be placed on the identification of gaps in inter-sectoral cooperation, structures and human resources, as well as on available and missing services at community level.

The assessment will be carried out jointly by:

⁶ <http://www.bucharestearlyinterventionproject.org/>

⁷ United Nations Children's Fund, *Children under the age of three in formal care in Eastern Europe and Central Asia – A rights-based regional situation analysis*, UNICEF Regional Office for CEE/CIS, 2012, amended 2013, p. 82.

A **national individual consultant** who will:

- Conduct a comprehensive desk review of existing national laws, regulations, policies, researches and data related to child separation and abandonment, and children at risk of separation/ abandonment in Moldova;
- Provide technical assistance to a national institution hired to conduct the assessment of practice of early childhood family separation and abandonment in Moldova, including by providing inputs to the methodology and tools, support in conducting the field work, and support in data processing and analysis;
- Be responsible for the preparation of the assessment report and recommendations,

And a **national research institution** which will:

- Develop the research methodology and tools for field data collection;
- Conduct the field work on assessing the early childhood family separation and abandonment causes and practices;
- Analyse the data for submission to the national consultant;
- Provide feedback to the national consultant on the analytical data interpretation in the final assessment report and recommendations.

The present **national institutional consultancy** is aimed at supporting UNICEF in providing technical assistance for the implementation of an assessment on early childhood family separation and abandonment in Moldova.

1. Purpose of work

This consultancy is aimed at supporting UNICEF and the Ministry of Labor, Social Protection and Family (MoLSPF), Ministry of Health (MoH), and Ministry of Interior (Moi) in implementing an assessment of early childhood family separation and abandonment, and children at risk of separation in Moldova. The data obtained will feed into the analysis and assessment done by a separately hired UNICEF consultant. Ultimately, recommendations from the assessment report will inform public authorities on the causes that lead to family separation and abandonment, information concerning child separation and abandonment practices, behaviour of professionals and how that contributes to and/or prevents child separation/abandonment (in particular in the health sector), as well as the perception of general population and specialists in the field (nurses, social workers, doctors, etc.) related to child separation/abandonment and involved risks. The report will reflect also the child's perspective on separation from family.

2. Objectives

The objectives of this consultancy are to support relevant policy and regulatory framework amendments in Moldova, identify both system and family level capacity building needs and propose mechanisms to address prevailing social norms, aiming to prevent family separation and child abandonment.

3. Details of how the work should be delivered

It is estimated that the work will be conducted over a period of four months, beginning in July 2016.

To achieve the above-mentioned objectives, the research team, in close consultation with UNICEF, national consultant and the line ministries will conduct the primary data collection for the assessment of early

childhood family separation and abandonment in Moldova.

Scope and methodology

The assessment will look, amongst other, into the following aspects of the child care system:

- roles, responsibilities, statutory functions of parents and professionals
- prevention services at local level
- material assistance for children and families
- children in formal care
- children under the age of three in institutional care (status, length of stay, siblings in the same or other institutions, reasons for separation)
- family support services (types, numbers, beneficiaries, funding, etc.)
- family substitute services (number of foster carers and children in care, including children under the age of six (three), disaggregated by age, and teenage mothers with babies)
- personnel issues (training, education, supervision, other)
- adoption (number and age of adopted children).

The study will be based mainly on qualitative research conducted through focus group discussions or key informant interviews with the following (but not limited to) stakeholders:

- Community social assistants and their supervisors (rural/urban);
- Child protection specialists at district level (rural/urban);
- Child and family specialists at district level (rural/urban);
- Guardianship authorities at community and district level;
- Gatekeeping commissions;
- Service providers, including alternative family care services (rural/urban);
- Managers of residential institutions;
- Managers of medical institutions (rural/urban);
- Nurses, doctors and midwives (rural/urban);
- Married couples (including young), parents (rural/urban);
- Caregivers (grandparents, relatives, neighbours);
- Single parents, mothers and fathers (rural/urban);
- Representatives of religious groups (variety of confessions);
- Representatives of law enforcement authorities;
- Adolescents who may become parents in the (near) future.

The research institution will plan and conduct focus group discussions in mixed groups (men and women), as well as with men and women separately to explore gender-related opinions and perceptions. The research will involve both Romanian and Russian speaking respondents. It will explore the main causes and prevalence of child separation/abandonment, including trends, geographical distribution, parents/ family profile (civil status of mother, mother's age, education, parents behavior); profile of the separated/abandoned children aged 0-6 (0-3) and those with disabilities in Moldova; behaviour of professionals and how that contributes to and/or prevents separation or abandonment; the perception of general population and specialists in the field (nurses, social workers, doctors and midwives, etc.) toward child separation/abandonment and involved risks. The research will explore gender aspect of family separation and abandonment. It will involve audiences representing various social and economic backgrounds. The contractor will also identify support parents and caregivers' need to prevent family

separation and abandonment of their children.

The field work should take place in 7 districts drawing respondents from different urban/rural parts of the districts and covering a range of service types. Districts will be designated by UNICEF Moldova in consultation with the national consultant and line ministries. Overall, the field work should aim to reflect the perception and experience of a range of respondents without necessarily aiming for representativeness. The focus should be on capturing existing experiences and in particular on identifying areas of practice where respondents feel particularly confident or lacking in confidence and on probing lines of responsibility and accountability for child welfare and protection between different actors in the system.

The contractor will work closely with the national consultant hired by UNICEF Moldova to oversee the study to develop the guides for the focus group discussions and the key informant interviews.

4. Deliverables and delivery dates (based on the work plan):

No.	Activity	Deliverables	Tentative deadlines*
1.	Develop the research methodology and data collection tools (in consultation with the individual consultant)	<ul style="list-style-type: none"> Methodology and data collection instruments 	Within 15 days from contract commencement
2.	Pre-test tools; Adapt the methodology/tools based on pre-testing.	<ul style="list-style-type: none"> Final methodology/data collection instruments submitted to UNICEF 	Within 1 month
3.	Conduct field research; Debrief key stakeholders on preliminary findings in cooperation with UNICEF individual consultant; Verify and/or clarify upon request questions from UNICEF during data analysis.	<ul style="list-style-type: none"> Qualitative data in the form of direct quotes and reported speech recorded into excel data matrices Field work report recording methodology, processes for selecting respondents and summarising data collected Questions and comments from UNICEF addressed in a timely manner 	Within 2 months
4.	Data analysis and development of the first draft report	<ul style="list-style-type: none"> Coding guide, coded transcripts, list of recurrent themes and within themes, of categories for each focus group discussion and interview Draft report 	Within 3 months
5.	Develop the second draft of the report, based on initial comments received	<ul style="list-style-type: none"> Second draft of the report 	Within 3.5 months
6.	Submit final report and 4-5 pages of	<ul style="list-style-type: none"> Final report. Summary. 	Within 4

	friendly reading summary for general audience		months
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* Exact deadlines will be mutually agreed upon contract signature.

5. 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.

6. Qualifications and experience

- National research/ consultancy company with social profile (specialization in child protection is a strong asset);
- Minimum of 5 years of experience in national research and/or consulting;
- Previous research/ consultancy in relevant social areas (copies of report summaries);
- Previous work with UNICEF or other UN agencies is an asset.

7. Financial proposal and payment modality

The financial proposal shall specify the total lump sum amount, as well as a detailed breakdown of budget items as per UNICEF financial offer format. Payments shall be based upon outputs, i.e. upon delivery of the services specified in the ToR. Best value for money principle will be taken into consideration under final selection.

8. Evaluation criteria for selection

Interested companies will submit both a Technical Proposal and a Financial Proposal. The proposals will be evaluated against the following criteria:

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Understanding of scope, objectives and completeness of work assignments Understanding of, and responsiveness to requirements Overall concord between the requirements and the proposal Proposed management arrangements	
Sub-Total		10
Company and Key Personnel	Institutional experience Range and depth of experience with similar projects/contracts/clients Reference of similar assignments undertaken Proposed team and its professional expertise Team leader: relevant experience, qualifications, and position with institution	

	Team members: relevant experience of similar scope and complexity, professional expertise and knowledge	
Sub-Total		35
Proposed Methodology and Approach	Quality of proposed design and methodology and extent of alignment with requirements Quality of proposed implementation/management plan (how, who, what, where, when) Recognition of direct/peripheral risks/ problems and methods to prevent and manage these	
Sub-Total		25
Total Max.	(minimum score for technical qualification: 50 points)	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 offeror who obtains the highest cumulative score (technical + price points).

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.

9. Definition of supervision arrangements

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

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

10. Description of official travel involved

All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum).

11. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the national individual consultant, the Ministry of Labour, Social Protection and Family, Ministry of Health, Ministry of Interior and other relevant stakeholders, and will provide timely feedback to all deliverable to be presented by the contractor.

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.