Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

REQUEST FOR PROPOSAL (RFP) LRPS-DSU-2016-9127050

16 September 2016

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Development of the National Action Plan for the implementation of the Cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2016-2022

SEALED Proposals should be sent to: UNICEF Moldova LRPS-DSU-2016-9127050 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-2016-9127050 – Technical For Financial proposal the subject will be LRPS-DSU-2016-9127050 – Financial

IMPORTANT – ESSENTIAL INFORMATION

The reference **LRPS-DSU-2016-9127050** 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 23:59 (Moldova time) on **10 October 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

United Nations Children's Fund 131, "31 August 1989" Str., UN House, Chisinau Republic of Moldova Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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-2016-9127050** 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 it headquarters in New York, 8 regional offices and 125 country offices world-wide. 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 organisations mission and work.

1.2 PURPOSE OF THE RFP

The purpose of this RFP is to obtain proposals for **Development of the National Action Plan for the implementation of the Cross-sectoral Strategy on Developing Parental Abilities and Competencies**, 2016-2022.

1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: 23:59 (Moldova time) on 10 October 2016 Bids opening: 11 October 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 / 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 23:59 (Moldova time) on **10 October 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-2016-9127050** 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, <u>will be rejected</u>.

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 23:59 (Moldova time) on 10 October 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-2016-9127050 – 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-2016-9127050 – Technical subject LRPS-DSU-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – 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-2016-9127050 – Technical and one (01) e-mail for the Price Proposal containing a scanned copy duly signed and d

The official address for e-mail submission will be <u>chisinau@unicef.org</u>. The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission: 5 MB. Please secure the Financial Proposal *.pdf document with a password on document view, or compress it with ZIP archiver with password protection; the password shall not be provided until requested further by UNICEF.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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, and Paragraph 9 of the ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE. However, all these requirements represent a wish list from UNICEF. The bidders are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal

The price proposal should be as per but not limited to paragraph 1.10 of this Request for Proposal and paragraph 10 of the ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE.

1.6.6 Checklist for submission of proposals

□ Bid form filled in and signed

□ Envelope for technical proposal

- Technical proposal inside
- Technical proposal does not contain prices
- Envelope is sealed
- Envelope is marked as follows: Name of company, RFP number - technical proposal

□ Envelope for price proposal

- Price proposal inside
- Envelope is sealed
- Envelope is marked as follows:

Name of company, RFP number - price proposal

 \square 1 outer envelope

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

- \circ Containing \Box bid form, \Box envelope for technical proposal, and \Box envelope for price proposal
- o Envelope is sealed
- Envelope is marked as follows

Name of company LRPS-DSU-2016-9127050 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.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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
Technical Evaluation Criteria	70

Only proposals which receive a minimum of 50 points will be considered further.

2. Price Proposal

1.

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.:

	Max. score for price proposal * Price of lowest priced proposal
Score for price proposal X	=
	Price of proposal X

Total Technical and Price

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

The bidders should ensure that all pricing information is provided in accordance with the following: The currency of the proposal **shall be in USD**. The bidder will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be **exclusive of all taxes** as UNICEF is a tax-exempt organization. The contract will be signed in MDL using the valid UN exchange rate if the winning company is a Moldova resident.

1.11 **PROPERTY OF UNICEF**

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

30

100 Pts

7

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.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

ANNEX I - STATEMENT OF WORK AND TERMS OF REFERENCE

Duration: 8 months, October 2016 - April 2017

Location: Chisinau, Republic of Moldova

1. Background

Positive and supportive parenting is integral to child's physical and mental health, development and wellbeing, not just in their early years but also throughout childhood and adolescence and into adulthood. It includes providing a positive role model, setting appropriate boundaries and applying them consistently, all of which is integral to a secure, safe and nurturing home environment.

Children who grow in a secure, loving and nurturing home environment are better able to withstand life's challenges and achieve their full potential. Consistent positive parenting helps to develop strong self-control, reduce risks and build the resilience to cope with setbacks. Effective parenting has long-term benefits for children, communities and the country as a whole. Research also proves that poor parenting practices have been associated with adolescent emotional and behavioural problems.

Research proves¹ that there is a need to improve parenting skills nationally in Moldova. In accordance with the findings of the 2009 ECCD KAP study², there is little progress on the number of families applying positive care practices. Major findings of the research show that the indicator on parents playing with their children is over 90%, while the two others findings on knowing danger signs (83% in 2003 versus 81% in 2009) and regularly reading to children (30% in 2009 versus 37% in 2003) have reversed. Only 5% of families consider that children with disabilities should attend the kindergarten and no more than 46% of families would allow their children to play with a child who has a disability. More than 20% of families are not accepting the disabilities of their own children and prefer to keep them in boarding schools. Physical punishment is wide-spread, with children under 1 year being beaten in 16% of cases and 6-7 year old children in 57% of cases.

Parents face additional problems in their communication with the teenagers. Adolescence is a critical time of human development, when young people develop the skills they need to make a living, raise a family, maintain a circle of supportive friends and meet other challenges of life. Adolescence is also the time when many behavioural and psychological problems arise — toxic substance use, delinquency, depression, risky sexual behaviour, academic failure, and school dropout. Parents have very limited skills on how to deal with the changes in teenagers; how to deal with high-risk situations such as drug and alcohol use; how to discuss sexuality related issues with teenagers etc. The data of the Study on Knowledge, Attitudes and Practices of Adolescents³ (2012), shows that every third adolescent has learned about pregnancy related issues, contraception and STIs from the Internet, and even more of them from their peers. At the same time, adolescents are eager to receive more information on these topics from parents and professionals (health workers and teachers).

Parenting skills need to be improved among young parents, particularly those in rural areas or coming from disadvantaged families, as parents who lack parenting knowledge and skills, and are unable to provide their children with the full necessary conditions for their adequate development. As a result, school preparedness of these children is quite low and has a direct impact on their learning outcomes, school attendance and heightens the risk of future drop-out.

More literate, educated and economically better-off parents and caregivers adopt more positive care practices compared

REQUEST FOR PROPOSAL

¹ National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

² National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

³ Study on Knowledge, Attitudes and Practices of Adolescents, UNICEF, 2012

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

to poorer families⁴, indicative of the need to sharpen the focus on the most vulnerable families including the Roma.

In order to improve care-givers knowledge and skills on positive parenting, UNICEF supported the Government of Moldova to elaborate a cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2016-2022, which was officially approved in July 2016.

This is an opportunity for the Government in cooperation with UNICEF, other donors, key civil society organizations and academia, to support the development of an inter-sectoral mid-term Action Plan on Parenting, which should start from pre-conception period, prenatal education and care and include fully integrated parent education and support programs into pre/in-service Curricula of cross-sectoral professionals engaged in children's and adolescents' education, health and protection systems.

In accordance with the Country Programme for 2013-2017 and Annual Work Plan, UNICEF supports the Government in the on-going reforms of the education, health and protection sectors through provision of high level technical assistance in the elaboration and revision of developmental policies.

In this context, UNICEF is seeking for an experienced institution/company to provide support to the Ministry of Education and other line ministries in developing an inter-sectoral mid-term Action Plan on Parenting in line with the provisions of the National Strategy on Developing Parental Abilities and Competencies (2016-2022), international practices and Council of Europe recommendations on positive parenting.

In the Council of Europe the positive parenting is encouraged, as it "refers to parenting behaviour based on the best interests of the child that is nurturing, empowering, non-violent and provides recognition and guidance which involves setting of boundaries to enable the full development of the child. The goal of policy and measures should be the harmonious development (in all its dimensions) and proper treatment of children, with due regard for their fundamental rights and dignity. As a priority, measures should be taken to eliminate all child neglect and abuse and physical or psychological violence (including humiliation, degrading treatment and corporal punishment)."⁵ With this recommendation recognizes that parenting should be designated as a domain of public policy and states shall take all the necessary measures for supporting parenting and creating the conditions necessary for *positive parenting*. This recognizes that parenting plays a fundamental role in society and for its future⁶.

Council of Europe recommended⁷ that key messages on positive parenting should be issued to all parents and persons providing care and involved in the rearing of a child on a daily basis (such as child minders or school staff). These messages should make clear how the child is to be respected as a person and how his/her participation should be promoted, and that parents have rights as well as responsibilities. Key messages should be drawn up on the basis of consultation with all the stakeholders involved, especially parents, service providers and children, and be monitored to ensure that they are effective and are being adhered to.

2. Purpose of the institutional consultancy

The purpose of this institutional consultancy, under UNICEF supervision, is to provide technical expertise and assist the Ministry of Education and other relevant line ministries and stakeholders in developing a cross-sectoral mid-term Action Plan to the National Strategy on Developing Parental Abilities and Competencies, 2016-2022.

It will contribute to the impact result of improving positive parenting skills and reducing harsh and abusive parenting practices among parents or primary caregivers of children (0-18 years).

⁴ National Survey on Early Childhood Care and Development: Family Knowledge, Attitudes and Practices, Government of the Republic of Moldova/UNICEF, Chisinau 2010

⁵ Council of Europe (2006). Recommendation 19 on policy to support positive parenting

⁶ Council of Europe (2006). Recommendation 19 on policy to support positive parenting

⁷ Council of Europe (2006). Recommendation 19 on policy to support positive parenting

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

The consultancy is expected to be carried out within an eight months period, starting from October 2016 and ending in April 2017.

3. Objectives of the institutional consultancy

The objectives of this institutional consultancy are to:

- Consult with relevant stakeholders in order to discuss steps for developing the Action Plan and Action Plan axes and activities;
- Develop the Action Plan based on existing Strategy objectives as guiding axes and discussions' results;
- Develop a M&E framework to the Action Plan;
- Calculate the reasonable/ cost-effective costs for the implementation of the Action Plan;
- Ensure the meaningful involvement of children and adolescents in the development of the Action Plan and its M&E framework.

4. Details of how the work should be delivered

To achieve the above-mentioned objectives, the selected institution/company, in close consultation with the Ministry of Education and under the guidance of UNICEF will:

- Familiarize with the cross-sectoral Strategy on Developing Parental Abilities and Competencies, 2016-2022 and other resources⁸⁹¹⁰¹¹¹²¹³¹⁴¹⁵¹⁶¹⁷¹⁸¹⁹;
- Use Government guidelines to Develop the template of the Action Plan;
- Organize consultations and participatory meetings with national and local stakeholders, including Office of the Prime Minister, State Chancellery, Parliament, and National Committee for Protection of Children Rights, academia, Civil Society Organizations, parents/caregivers, children/adolescents, private sector and United Nations Organizations;
- Monthly meeting with UNICEF ensuring quality control and providing technical and programmatic recommendations.

⁸ Council of Europe (2006). Recommendation 19 on policy to support positive parenting

⁹ Loizou, E. (2013). Empowering Parents Through an Action Research Parenting Program. Action Research, 11(1), 73-91.

¹⁰ MICS, 2012

¹¹ Strategy on Child Protection for 2014–2020, approved by Government Decision No. 434, of 10.06.2014.

¹² Code of Education and Sectoral Education Strategy 2020

¹³ Strategy on children's and adolescents' health and development in the Republic of Moldova for 2014-2024

¹⁴ Tobolcea, I., Soponaru, C. (2013). The Attitude towards Parenting Programmes Involving Children with Disabilities. *Revista de Cercetare si Interventie Sociala*, 41, 129-143.

¹⁵ Law 147/1999 on the Protection of Children and Young People at Risk (Portugal).

¹⁶ National Strategy for Parenting Support, 1999 (Sweden).

¹⁷ Maher, E.J., Corwin, T.W, Hodnett, R., Faulk, K. (2012). A Cost-Saving Analysis of State-wide Parenting education Program in Child welfare. *Research on Social Work Practice*, 22(6), 615-625.

¹⁸ Programme for inclusive education development in the Republic of Moldova for 2011-2020

¹⁹ National Programme for promotion of healthy lifestyles for 2007-2015, approved by Government Decision No. 658 of 12.06.2007

5. Deliverables and delivery dates

Nr.	Activity	Deliverables	Tentative deadlines*
•	-Develop a draft Work Plan - Develop a draft outline (template) of the Action Plan - Consult it with UNICEF, Ministry of Education and other key stakeholders	 Work plan (with clear responsibilities/timeline, specifying the local travel planned, key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.) Outline of the overall Action Plan 	Within 1 month from signature of the contract
•	 Draft the first Action Plan 	 Draft Action Plan submitted to UNICEF for quality control Draft Action Plan submitted to MoE and cross-sectorial working group on parenting for review 	Within 3 months from signature of the contract
•	 Revise the second draft based on the recommendations received from UNICEF, MoE and cross-sectorial working group on parenting Develop realistic targets and indicators for M&E framework to measure progress, output and outcome 	 Revised Action Plan with SMART M&E framework submitted to UNICEF and the cross-sectorial working group on parenting 	Within 4, 5 months from signature of the contract
•	 Translate the draft Action Plan into Russian and Romanian Organize regional consultative workshops in 3 locations and Chisinau Organize children's/adolescents' consultations Consolidate comments from the consultative workshops Revise the draft Action Plan 	 Translations of Action Plan into Russian and Romanian submitted to UNICEF Consolidated comments from consultative workshops with youth and in 3 rayons and Chisinau submitted to UNICEF and other stakeholders Revised draft Action Plan submitted to UNICEF for quality control and then to MoE and cross-sectorial working group on parenting for review 	Within 6,5 months from signature of the contract
•	 Develop the budget of the draft Action Plan and present it to UNICEF 	 Budgeting of the Action Plan submitted to UNICEF for quality control Revised Action Plan and budget presented to national stakeholders workshop National stakeholders' workshop organised and 	Within 7 months from signature of the contract

		facilitated	
•	 Finalize the draft Action Plan, with budget and monitoring and evaluation framework based on national stakeholders' suggestions 	 Final draft Action Plan (available in Romanian, English and Russian) submitted to UNICEF in Word format, electronic version. 	Within 8 months from signature of the contract.

* Exact deadlines will be mutually agreed upon contract signature.

All deliverables will be submitted electronically in Word format to Deputy Representative and ECD Officer.

6. Reporting requirements

- The institutional consultancy company will directly report to UNICEF Deputy Representative and ECD Officer.Completion of tasks in the work plan and terms of reference;
 - Monthly meetings with supervisors and other relevant UNICEF staff.

7. Performance indicators for evaluation of results

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

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

The National Action Plan should:

- Establish concrete responsibilities and accountabilities a) by actual systems (Education, health, social);
 b) by relevant professionals in different systems which will be in charge of improving parental knowledge and skills;
- ensure that these functions are included in the role of the systems and their relevant workers/professionals. A special time should be allocated and paid for this work;
- ensure that the performance of relevant workers/professionals in this area should be reflected in routine reporting of the relevant structures;
- stipulate that the system functioning should be evaluated based on indicators developed and relevant to this work;
- ensure that the work of relevant professionals is assessed, recognized, supported, and remunerated based on performance;
- ensure that relevant by-laws and other steps are undertaken as the initial step and as required prerequisite/action in order to ensure that the above points are regulated by relevant rules, regulations, by-laws, legislation;
- suggest a process of implementation throughout the country, with a minimum basic knowledge delivered to all parents immediately, and a sustainable action plan for implementation through relevant structures with optimal knowledge and skill building of parents;
- include UNICEF's technical and programmatic recommendations;
- aim at changing the mind-sets of parents/families /communities to promote a positive environment in which children and young people can grow and thrive;
- demonstrate the need to intervene with appropriate and timely measures when children, their parents or families are in a vulnerable situation;
- focus on empowering families, parents and caregivers to offer the most for their children;
- focus on the role of fathers/ grandfathers and the promotion of gender equality in the family;
- bring attention to the role of grandparents, as growing number of grandparents are responsible for caring of children left behind by migrant parents;

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

- empower vulnerable Roma girls and women through education, health and protection systems and work of the Roma community mediators;
- underpin key principles such as a non-judgmental and non-stigmatizing orientation, participatory and strengthsbased approach, accessible services for all and early intervention services for the most vulnerable;
- demonstrate inter-sectorial service collaboration, as a way of engaging with families, building their resilience and empowering them;
- be sensitive to the needs of families and, when necessary, provide additional support to families with more complex needs and vulnerable families;
- deal with difficult behaviours and promote effective disciplining methods;
- give parents chance to learn and practice positive behaviours and skills through various programs;
- make reference/use of already existing services in contact with parents and caregivers (health; education; social assistance and culture) and propose additional services/programmes to be developed;
- ensure all parents have easy access to clear, concise information on everything from pregnancy to the teenage years and beyond;
- offer informed, coordinated support to enable parents to develop their parenting skills, whatever their need, wherever they live, whether they live together or apart;
- take steps to improve the availability of and access to early learning, childcare and out-of-school care, taking into account parents in rural areas and those who work irregular hours;
- provide targeted support to families facing additional pressures that impact on day-to-day parenting;
- ensure cooperation with initiative groups and civil society organisations in implementing parenting programmes
 The following principles should underpin expected deliverables:
- frame parenting policies within a children's rights approach as defined by the United Nations Convention on the Rights of the Child (UNCRC) and recognize children and young people as citizens in their own right;
- recognize and respect diversity in relation to family composition and size, cultural, gender and other differences, in keeping with the best interest of the child;
- respect child's right to be heard and ensure that the views and experiences of children and parents are taken into account in the development of services and policies that affect them;
- adopt a strength-based approach that is non-judgmental and that values parents' empowerment;

provide universally accessible support to families, which is non-stigmatizing in its approach, and ensure targeted services for those most in need; the so called "progressive universalism" – support for all, with more support for those who need it most – seem to be the most suitable way forward.

8. Qualifications and experience

Institution/Company:

- International/national company with human (child) rights or social profile (specialization/expertise in parenting);
- Minimum of 5 years experience in the field of positive parenting and/or social field;
- Previous experience/ consultancy in relevant field or child rights/ social areas (copies of at least two report summaries provided);
- Demonstrated experience in the CEE/CIS region including Moldova;
- Previous work with UNICEF or other UN agencies is an asset.

- Team leader:

- Advanced University Degree in Education, Health, Child protection, Social Sciences, Human Rights or related field;
- Minimum of 7 years of relevant professional experience in the area of parenting, child care and protection, education or health;
- Proven experience in developing policies/programs on parenting or social field;

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

- Proven knowledge of international human and child rights standards (United Nations and European standards);
- Demonstrated experience in the CEE/CIS region including Moldova is a strong asset;
- Capacity in Human Rights Based Approach;
- Excellent command of English, both oral and written;
- Working command of Romanian and/ or Russian is a strong asset.

- Team members:

- Advanced University Degree in Social Sciences, Finance, Economics, Human Rights or related field;
- Proven experience in developing policies on parenting or social area;
- Proven experience in budgeting policies;
- Proven experience in developing M&E component of policies;
- Proven knowledge of international human and child rights standards (United Nations and European Union standards);
- Experience in working with the Government of Moldova and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with parenting, education, health and the child protection system(s) in Moldova;
- Experience in working with children deprived of parental care will be an asset;
- Excellent command of Romanian, both oral and written;
- Working knowledge of English is a minimum, good command of English is a strong asset, both oral and written.

9. Content of technical proposal

The Technical Proposal should include but not limited to the following:

- Corporate Profile highlighting the bidders qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past five years.
- Detailed understanding of UNICEF's requirements for this assignment and bidders value proposition
- Detailed Methodology/approach to project demonstrating how you meet or exceed UNICEF requirements for this assignment
- Proposed timeline and milestones
- Project dependencies and assumptions

Bidders are requested to back up their submissions by providing:

- Evidence in the form of job completion certificate, contracts and/or references.
- **Two** case studies containing the following information:
 - Name of Client
 - Title of the Project
 - Year and duration of the project
 - Scope of the Projects/Requirements
 - Proposed Solutions and Outcome include visuals, web-links, etc.
 - Team members on each of the project and their specific roles
 - Project timelines (start and end date year, and any other information necessary)
 - Reference /Contact person details
- Details of the Proposed Team for the assignment including the following information:

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

- Title/Designation of each team member on the project
- Educational qualifications and professional experiences
- Past experience in working on similar project and assignment List all similar projects they worked on and their roles on those project.

10. Financial Proposal

The financial proposal should refer to the total budget estimated in USD, 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.

11. Evaluation criteria for selection

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

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Completeness of submission Overall concord between RFPS requirements and proposal	5 5
Maximum Points		10
Company and Key Personnel	Range and depth of experience with similar projects Number of projects, number of staff per project Client references Key personnel: relevant experience and qualifications	10 5 5 10
Maximum Points		30
Proposed Project Methodology and Approach	Project plan & methodologies used - compatibility with UNICEF Project management, monitoring and quality assurance process	15 15
Maximum Points	·	30
Total Maximum obtained for Technical Criteria		70
Minimum score for technical compliance		50

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

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

12. Payment schedule

The payment will be linked to the following deliverables upon satisfactory completion and acceptance by UNICEF:

- 30 per cent upon the submission of the Outline of the overall Action Plan and Work plan (with clear responsibilities/timeline, specifying the local travel planned etc.), reviewed by crosssectorial working group on parenting, and
- 50 per cent upon the submission of the Draft Action Plan including costing and M&E components (Romanian, Russian and English versions), reviewed by the cross-sectorial working group on parenting
- 20 per cent upon the submission of Final Action Plan (available in Romanian, English and Russian).

13. Definition of supervision arrangements

The development of the Action plan will be done under the UNICEF's Deputy-Representative and relevant officers' supervision. Fees will be rendered upon written approval by the UNICEF Supervisor, and contingent upon the quality of deliverables.

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

14. Description of official travel involved

The consultancy will require both international and local travels. A travel plan will be included in the first set of deliverables submitted by the selected organization. Travel costs shall be calculated based on economy class travel, regardless of the length of travel and ii) costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC). All travel arrangements and expenses are covered by the selected company and included in the financial offer (lump sum).

15. Support provided by UNICEF

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Education, Ministry of Labour, Social Protection and Family, Ministry of Health, Ministry of Justice, Ministry of Culture, Ministry of Youth, Ministry of Environment, Office of the Prime Minister, State Chancellery, Parliament, 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 implementation of the project.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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 <u>force majeure</u>, 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 <u>force majeure</u> 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) <u>Force majeure</u> 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,

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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**

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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 punitive damages. In addition, the arbitral tribunal shall have no authority to award punitive damages are 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.

Telephone 373 22 22 00 45 Facsimile 373 22 22 02 44 chisinau@unicef.org www.unicef.md

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.