

## **REQUEST FOR PROPOSAL (RFP)**

**10 July 2014**

### **UNITED NATIONS CHILDREN'S FUND (UNICEF)**

**Wishes to invite you to submit a proposal for**

Assessment of domestic and international adoption in Moldova

**SEALED Proposals** should be sent to:

UNICEF Moldova  
LRPS-DSU-2014-9113181  
131, 31 August 1989 street, Chisinau, Moldova

**E-Mail Proposals** should be sent to:

**chisinau@unicef.org**

For Technical proposal the subject will be LRPS-DSU-2014-9113181 – Technical

For Financial proposal the subject will be LRPS-DSU-2014-9113181 – Financial

### **IMPORTANT – ESSENTIAL INFORMATION**

The reference **LRPS-DSU-2014-9113181** 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 August 2014**. Due to the nature of this RFP, there will be no public opening of proposals.

Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, to ensure that you understand UNICEF's requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.

## BID FORM

**THIS PAGE/BID FORM** must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

### TERMS AND CONDITIONS OF CONTRACT

Any Contract or Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

### INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation Number.

The Undersigned, having read the Terms and Conditions of RFP **LRPS-DSU-2014-9113181** 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 an assessment of domestic and international adoption in Moldova

### 1.3 FORECAST SCHEDULE

The schedule of the contractual process is as follows:

Closing date and time for submission of full proposal: **17:00 on 3 August 2014**

### 1.4 RFP CHANGE POLICY

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

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

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

### 1.5 RFP RESPONSE FORMAT

Full proposals should be submitted in ENGLISH and must be received not later 17:00 on **3 August 2014** in one (01) original and one (01) copy, duly signed and dated. Bidders must submit a sealed proposal, with two **separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal**.

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

- Outer envelope: Name of company  
RFP number **LRPS-DSU-2014-9113181**

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 August 2014** in one (01) e-mail for the **Technical Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2014-9113181 – Technical** and one (01) e-mail for the **Price Proposal** containing a scanned copy duly signed and dated with the e-mail subject **LRPS-DSU-2014-9113181 – Financial**.

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

## 1.6 BIDDER RESPONSE

### 1.6.1 Formal submission requirements

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

### 1.6.2 Bid Form

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

### 1.6.3 Mandatory criteria

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

### 1.6.4 Technical Proposal

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

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

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

#### 1.6.5 Price Proposal

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

#### 1.6.6 Checklist for submission of proposals

- Bid form filled in and signed
- Envelope for technical proposal
  - Technical proposal
  - Technical proposal does not contain prices
  - Envelope is sealed
  - Envelope is marked as follows:  
Name of company, RFP number - technical proposal
- Envelope for price proposal
  - Price proposal
  - Envelope is sealed
  - Envelope is marked as follows:  
Name of company, RFP number - price proposal
- 1 outer enveloped
  - Containing  bid form,  envelope for technical proposal, and  envelope for price proposal
  - Envelope is sealed
  - Envelope is marked as follows  
Name of company  
LRPS-DSU-2014-9113181  
131, 31 August 1989 street, Chisinau, Moldova

### **1.7 CONFIDENTIAL INFORMATION**

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

### **1.8 RIGHTS OF UNICEF**

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

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

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

## 1.9 PROPOSAL OPENING

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

## 1.10 PROPOSAL EVALUATION

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

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

The proposals will be evaluated against the following:

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

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

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

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

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

technical criteria.

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

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

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

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

#### **1.11 VALIDITY**

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

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

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

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

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

#### **1.14 PAYMENT TERMS**

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

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

### **International Institutional Consultancy for Assessment of domestic and international adoption in Moldova**

**Duration:** August 2014 – March 2015

**Location:** Chisinau and selected districts

#### **1. Background**

The Republic of Moldova has made considerable progress in recent years in the area of child protection, especially in the area of alternative care for children deprived of parents. As a legacy from the Soviet past, even after independence, vulnerable children, including those from poor families, single parents, orphans and children with disabilities, were and sometimes still are sent to residential care institutions. The old legal framework clearly prioritized institutional care over community and family based care. Foster care was scarce and adoption, although existent both in law and practice, was seen more as a last chance for a childless couple to have a child than as a child protection measure for a child deprived of parental care.

Since independence, however, the situation has improved slowly but steadily. Socio-political developments of the 1990s brought a paradigm shift in child protection. Moldova acceded to the Convention on the Rights of the Child in 1993, ratified the Hague Convention on Inter-country Adoption in 1998, and embarked on a number of legal and policy reforms, which took flight from 2000 onwards. For instance, the new Family Code of 2000 and its amendments in 2005 prioritized family preservation, foster care and adoption over institutionalization. In 2007, the country started a major reform on deinstitutionalization resulting in a decrease in the number of children in residential care from over 11,000 in 2006 to less than 4,000 today. Currently the Government as well as civil society are focusing their efforts on continuing deinstitutionalization of children under three years old and children with disabilities, who are still disproportionately represented among the children still in institutions. Family and community based care to prevent family separation and the development and strengthening of various forms of foster care are being promoted.

In 2010, the Government adopted a separate Law on Adoption, preceded by a moratorium on inter-country adoption. The Law introduced new procedures, for both domestic and international adoption, including pre-adoption training for prospective parents, matching procedures, pre-adoption placement and post-adoption monitoring. Following the entry into force of the Law, the Ministry of Labour, Social Protection and Family in 2011 developed secondary legislation, procedures and instruments, including a state register of adoptions, procedures for the assessment of moral and material safeguards of applicant parents, as well paper-based matching procedures for international adoption only.

Subsequently in 2012, 168 children were accepted as adoptive children, 167 parents were registered as potential national adopters, and 74 children were in fact adopted domestically upon a court decision. No international adoptions were approved that year, although 28 applications from potential foreign adopters

were received. The Advisory Board on International Adoptions did conduct four preliminary matches of foreign adopters and adoptive children, which were approved the following year.

The Committee on the Rights of the Child in its Concluding Observations of 2009 regrets the lack of adequate information in relation to the procedural aspects of adoption, including measures to ensure that the best interests of the child are paramount, that children adopted outside of the State party enjoy safeguards and standards equivalent to those available in national adoptions and that, in inter-country adoption, the placement of a child does not result in improper financial gain for those involved. The Committee therefore recommends that the State party incorporate, in its next periodic report, detailed information on the procedural and substantive aspects of the law on adoption including, in particular, the extent to which applicable law and practice are in accordance with article 21 of the Convention (on the Rights of the Child) and the Hague Convention No. 33 on Protection of Children and Co-operation in Respect of Inter-country Adoption.”

These observations reflect very well the remaining challenges. Although the new Law on Adoption of 2010 and its secondary legislation addresses a number of these concerns, the implementation remains slow and fragmented. At local levels, the new adoption procedures are considered complicated and ambiguous. For instance, local authorities find it hard to assess the moral and material safeguards of a prospective family, are unclear about the legal responsibility for a child during the pre-adoptive placement (especially in international adoption) and lack standardized training programmes for prospective parents. Moreover, although the Law on Adoption mentions matching as an essential part of the adoption process, criteria and procedures have yet to be developed for domestic adoption. From another angle, recent studies by the Ministry of Labour, Social Protection and Family in collaboration with NGOs, suggest that reasons of bureaucracy are an obstacle for potential adoptive parents. Another issue of concern are the time-consuming administrative and legal proceedings between matching and adoption, resulting in uncertainty and anxiety for the child, in contradiction with the Article 35 of the Hague Convention.

The Ministry of Labour, Social Protection and Family has requested UNICEF's support to review and revise the legal framework regarding domestic and international adoption and its implementation, including drafting matching procedures in domestic adoption and guiding the monitoring of post adoption. This assessment is particularly timely in light of Moldova's obligation to report to the Committee on the Rights of the Child in 2015.

## **2. Purpose of the institutional consultancy**

The purpose of this institutional consultancy is to assess the laws, policies and procedures, as well as their implementation and existing practices regarding domestic and international adoption in order to bring these in line with international law and standards, in particular the UN Alternative Care Guidelines, the Convention on the Rights for the Child and the Hague Convention on Inter-country Adoptions.

The consultancy is expected to be carried out within a 7-month period, starting from August 2014 and ending in March 2015.

## **3. Objectives of the consultancy**

The objectives of this consultancy are:

- Analyse the legal and policy framework related to domestic and international adoption in view of international standards and good practice;
- Document, map and assess the existing practices related to domestic and international adoption, with particular attention to: best interests of the child, matching procedures, training of parents, pre-adoptive placement, efficiency of administrative and legal proceedings, monitoring domestic and international adoptions, and implementation of existing laws, policies and procedures;
- Provide concrete recommendations to improve the practice around domestic and international adoption, in particular regarding – but not limited to - matching procedures, pre-adoption services (including training of prospective parents) and post-adoption monitoring;
- Support the development and strengthening of matching procedures for domestic and international adoption;
- Support the development and strengthening of the legal and policy framework.

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

To achieve the above-mentioned objectives, the research team, in close consultation with UNICEF and the Ministry of Labour, Social Protection and Family, will conduct an in-depth review of the laws, policies and procedures governing both domestic and international adoption. The legal review will be complemented by an assessment of the practices around domestic and international adoption. Both will be placed in the context of international law and standards related to child protection, alternative care, adoption, and good practices.

For the practice review, the research team will conduct interviews with:

- relevant professionals at national and local levels, including but not limited to the Child Protection Department of the Ministry of Labour, Social Protection and Family, guardianship authorities and gatekeeping commissions of selected municipalities and districts, directors of residential care institutions, social workers, health professionals, lawyers, prosecutors and judges;
- (prospective) adoptive parents;
- Children if/when appropriate;
- Representatives from civil society working in the field of child protection and alternative care;
- Representatives of adoption agencies;
- Other relevant actors.

The districts selected for the practice review will be based on a set of clear agreed criteria, such as number of orphaned children and children without parental care, number of services for children without parental care (including foster care), and support from the development partners.

The research team will take into account and include in the report a gender-sensitive, human rights and equity based approach, and will clearly base its analysis and recommendations on international law, standards and good practice.

The report will clearly present a wide spectrum of recommendations necessary to improve the practice around domestic and international adoption, be they legal reform, development of specific procedures, selection of commission/board members, training of professionals, training of parents, or other.

## 5. Delivery dates (based on the work plan)

Nr.	Activity	Deliverables	Tentative deadlines*
1.	Develop research methodology, timeline, distribution of tasks and outline of the report; Conduct a desk review of international standards, (regional) good practices, available national studies, evaluations and reports, and data from relevant ministries and agencies; Draft an inception report	<ul style="list-style-type: none"> <li>Work plan (with clear responsibilities/timeline, specifying the international and local travel planned, key moments when coordination / consultations meetings with relevant stakeholders will be organized, etc.)</li> <li>Draft assessment methodology</li> <li>Outline of the overall assessment report (4-5 paragraphs)</li> <li>Inception report</li> </ul>	Within 21 days from the contract commencement
2.	Conduct analysis of Moldova's legal and policy framework, and procedures; Present draft report to stakeholders for verification; Finalize analysis taking into account comments received	Draft report on legal analysis compared to international laws, standards and good practice Draft report presented to stakeholders Final legal analysis	Within 45 days from contract commencement
3.	Develop data collection instruments for practice review based on approved methodology, inception report and legal analysis; Pre-test tools; Adapt methodology and finalize tools as required	Finalized detailed methodology and tools	Within 15 days after deliverable 2
4.	Conduct field research; Debrief key stakeholders on preliminary findings	Brief report on data collection, including: Field notes Interview notes	Within 3 months from the contract commencement
5.	Analyse data; Draft report on the comprehensive assessment related to domestic and international adoption, including concrete recommendations in order to improve the practice; Revise report based on UNICEF comments as required	Draft report in English submitted to UNICEF, with gender sensitivity, human rights and equity based approach	Within 4.5 months
6.	Translate agreed report in Romanian for consultation with national stakeholders	Accurate translation of the report in Romanian	Within 5 months
7.	Consult the research results with Ministry of Labour, Social Protection and Family, other relevant stakeholders and UNICEF Finalize report, based on comments	A power point presentation / summary of key findings per area and per stakeholders and related recommendations (in English and Romanian)	Within 6 months

	and recommendations received through the consultation (in English and summary report in Romanian)	Final report in English A summary report (up to 6 pages) in English with accurate translation in Romanian	
8.	Translate final report into Romanian	Accurate translation of the report in Romanian	Within 15 days of agreed final English report
9.	Develop and/or provide concrete input to matching procedures for domestic and international adoption	Concrete procedures suggested for matching in domestic and international adoption in English and Romanian	Within 20 days of request
10.	Provide technical assistance to the revision of the legal and policy framework regarding domestic and international adoption	Timely and quality comments and suggestions on legal and policy reform drafts	Within 15 days of request

\* Exact deadlines will be mutually agreed upon contract signature.

## 6. 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.

## 7. Qualifications and experience

### Institution/Company:

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

### Lead international consultant(s):

- Advanced University Degree in Law, Social Sciences, Human Rights or related field;
- Minimum of 7 years of relevant professional experience in the area of child care and protection, in particular adoption;
- Proven experience in quantitative and qualitative research in the social science or human rights area;
- Proven knowledge of international human and child rights standards (United Nations and European standards);

- Demonstrated experience in the CEE/CIS region a strong asset;
- Demonstrated capacity to analyse legal and policy documents and formulate legal and policy recommendations;
- 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.

**National consultant(s):**

- Advanced University Degree in Law, Social Sciences, Human Rights or related field;
- Proven experience in quantitative and qualitative research in the legal and/or social area;
- Proven knowledge of international human and child rights standards (United Nations and European Union standards);
- Experience in working with the Government of Moldova and/or UNICEF or other UN Agencies will be an asset;
- Familiarity with the child protection, including adoption and care system(s) in Moldova;
- Experience in working with children deprived of parental care will be an asset;
- Demonstrated capacity to analyse legal and policy documents and formulate legal and policy recommendations;
- Excellent command of Romanian, both oral and written;
- Working knowledge of English is a minimum, good command of English is a strong asset, both oral and written.

**8. Financial Proposal**

The financial proposal shall specify a total lump sum amount with a breakdown for specific inputs. Payments will be based on outputs, i.e. upon delivery of the services specified in the TOR.

**9. 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	<ul style="list-style-type: none"> <li>- Understanding of scope, objectives and completeness of research;</li> <li>- Understanding of, and responsiveness to requirements;</li> </ul>	5

	<ul style="list-style-type: none"> <li>- Overall concord between the requirements and the proposal;</li> <li>- Proposed management arrangements.</li> </ul>	
<b>Sub-Total</b>		<b>5</b>
<b>Company and Key Personnel</b>	<b>Institutional experience</b>	
	<ul style="list-style-type: none"> <li>- Range and depth of experience with similar projects/contracts/clients</li> </ul>	5
	<ul style="list-style-type: none"> <li>- Reference of similar assignments undertaken</li> </ul>	5
	<b>Proposed team of international and national researchers and its professional expertise</b>	
	<ul style="list-style-type: none"> <li>- Team leader: relevant experience, qualifications, and position with institution</li> </ul>	15
	<ul style="list-style-type: none"> <li>- Team members: relevant experience of similar scope and complexity, professional expertise and knowledge</li> </ul>	10
<b>Sub-Total</b>		<b>35</b>
<b>Proposed Methodology and Approach</b>	<ul style="list-style-type: none"> <li>- Quality of proposed design and methodology and extent of alignment with requirements</li> </ul>	15
	<ul style="list-style-type: none"> <li>- Quality of proposed implementation/management plan (how, who, what, where, when)</li> </ul>	10
	<ul style="list-style-type: none"> <li>- Recognition of direct/peripheral risks/ problems and methods to prevent and manage these</li> </ul>	5
<b>Sub-Total</b>		<b>30</b>
<b>Total Maximum</b>	<b>(minimum score for technical qualification: 50 points)</b>	<b>70</b>

## 10. 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 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.

## 11. Description of official travel involved

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

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

To achieve the above-mentioned objectives, UNICEF will facilitate the contact with the Ministry of Labour, Social Protection and Family, Ministry of Health, Ministry of Justice, Ministry of Education, General Prosecutor Office and other relevant stakeholders, and will provide timely feedback to all deliverable to be presented by the contracted organization. If need be, UNICEF will provide support in contacting other relevant stakeholders during the assessment process

## ANNEX II - 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.