

LRPS-2023-9187412

07 Dec 2023

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Provision of Engineering Services under Long Term Agreements (LTA-ES)

Bid submission deadline is 28 Dec 2023 and 11:00 Hrs.

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Cristina Dorogan

Date:

(To be contacted for additional information, NOT FOR SENDING PROPOSALS)

Email : cdorogan@unicef.org

Approved By: Tatiana Ribac

Date:

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to UNICEF.

Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. **LRPS-2023-9187412** set out in the attached document, hereby offers to execute the services specified in this document.

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the following Early Payment Discounts Terms are offered by you:

10 Days 3.0% _____ 15 Days 2.5% _____ 20 Days 2.0% _____ 30 Days Net _____ Other _____

Declaration

The undersigned, being a duly authorized representative of the Company, represents and declares that:

1.	The Company and its Management ¹ have not been found guilty pursuant to a final judgment or a final administrative decision of any of the following:	YES	NO
	a. fraud;	<input type="checkbox"/>	<input type="checkbox"/>
	b. corruption;	<input type="checkbox"/>	<input type="checkbox"/>
	c. conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
	d. money laundering or terrorist financing;	<input type="checkbox"/>	<input type="checkbox"/>
	e. terrorist offences or offences linked to terrorist activities;	<input type="checkbox"/>	<input type="checkbox"/>
	f. sexual exploitation and abuse;	<input type="checkbox"/>	<input type="checkbox"/>
	g. child labour, forced labour, human trafficking; or	<input type="checkbox"/>	<input type="checkbox"/>
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	<input type="checkbox"/>	<input type="checkbox"/>

¹ “Management” means any person having powers of representation, decision-making or control over the Organization. This may include, for example, executive management and all other persons holding downstream managerial authority, anyone on the board of directors, and controlling shareholders.

2.	The Company and its Management have not been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct .	<input type="checkbox"/>	<input type="checkbox"/>
3.	The Company and its Management are not: bankrupt, subject to insolvency or winding-up procedures, subject to the administration of assets by a liquidator or a court, in an arrangement with creditors, subject to a legal suspension of business activities, or in any analogous situation arising from a similar procedure provided for under applicable national law.	<input type="checkbox"/>	<input type="checkbox"/>
4.	The Company and its Management have not been the subject of a final judgment or a final administrative decision finding them in breach of their obligations relating to the payment of taxes or social security contributions.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found they created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business (<i>creating a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>
6.	The Company and its Management have not been the subject of a final judgment or a final administrative decision which found the Company was created with the intent referred to in point (5)(<i>being a shell company</i>).	<input type="checkbox"/>	<input type="checkbox"/>

The UNICEF reserves the right to disqualify the Company suspend or terminate any contract or other arrangement between the UNICEF and the Company, with immediate effect and without liability, in the event of any misrepresentation made by the Company in this Declaration.

It is the responsibility of the Company to immediately inform the UNICEF of any changes in the situations declared.

This Declaration is in addition to, and does not replace or cancel, or operate as a waiver of, any terms of contractual arrangements between the UNICEF and the Company.

Signature:

Date:

Name & Title:

Name of the Company:

UNGM #:

Postal Address:

E-mail :

PART I – PURPOSE OF THIS REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES**1. BACKGROUND**

1.1 UNICEF promotes the rights and wellbeing of every child, in everything we do. Together with our partners, we work in 190 countries and territories to translate that commitment into practical action, focusing special effort on reaching the most vulnerable and excluded children, to the benefit of all children, everywhere.

2. SOLICITATION; LONG TERM ARRANGEMENT

- 2.1 The purpose of this Request for Proposals for Engineering Services (“RFPS”) is to invite proposals for Provision of Engineering Services under Long Term Agreements (LTA-ES) as fully detailed in the Terms of Reference attached at Annex B
- 2.2 UNICEF wishes to enter into (a) non-exclusive Long Term Arrangement(s) for Engineering Services (LTA-ES) for the procurement of the services detailed in the RFPS and required from time to time during the term of the LTA-ES. It will be a provision of such LTA-ES(s), that UNICEF will not be committed to purchase any minimum quantity of these services. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA-ES.
- 2.3 Purchases will be made against contracts to be issued by UNICEF in accordance with the terms and conditions of any resulting LTA-ES(s). Actual quantities to be purchased will vary from contract to contract.
- 2.4 Other United Nations Agencies, Funds and Programmes shall be entitled to place contracts under the prices and terms of the LTA-ES. Contracts placed by other United Nations entities constitute a contractual agreement between the supplier and the ordering United Nations entity. UNICEF will not be a contractual party to these contracts and has therefore no obligations or liabilities for contracts not issued by UNICEF.
- 2.5 This RFPS document is comprised of the following:
- This document
 - [The UNICEF Long Term Arrangement Contract for Engineering Services](#) which is attached as Annex A to this document
 - The full Terms of Reference attached at Annex B
 - ANNEX C: TECHNICAL PROPOSAL FORMS ANNEX D: PRICE PROPOSAL FORMS
- 2.6 This RFPS is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. No binding contract, including a process contract or other understanding or arrangement, will exist between the Proposer and UNICEF and nothing in or in connection with this RFPS shall give rise to any liability on the part of UNICEF unless and until an LTA-ES and linked contract is signed by UNICEF and the successful Proposer.

3. TERM

3.1 The proposed LTA-ES shall be valid for an initial period of 36 months, with a possible renewal for an additional period of 24 months.

PART II – PROPOSAL SUBMISSION PROCESS**1. PROPOSAL SUBMISSION SCHEDULE**

1.1 Acknowledgement of receipt of RFPS. Proposers are requested to inform UNICEF as soon as possible by Email to Cristina Dorogan at cdorogan@unicef.org that they have received this RFPS.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

1.2 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by Email to Cristina Dorogan at cdorogan@unicef.org. The deadline for receipt of any questions is 26 Dec 2023 and 17:00 Hrs.

IMPORTANT: PROPOSALS ARE NOT TO BE SENT TO THE INDIVIDUAL STATED ABOVE – ANY PROPOSALS SENT TO THE ABOVE NAMED INDIVIDUAL WILL BE DISQUALIFIED.

Proposers are required to keep all questions as clear and concise as possible.

Proposers are also expected to immediately notify UNICEF in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFPS, providing full details. Proposers will not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

UNICEF will compile the questions received. UNICEF may, at its discretion, at once copy any anonymized question and its reply to all other invited Proposers and/or post these on the UNICEF website and/or respond to the question at a bid conference. After any such bid conference, a Questions and Answers document may be prepared and will be made available in public.

1.3 Amendments to RFPS Documents. At any time prior to the Submission Deadline, UNICEF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the RFPS documents by amendment. If the RFPS was available publicly online, amendments will also be posted publicly online. Further, all prospective Proposers who have received the RFPS documents directly from UNICEF will be notified in writing of all amendments to the RFPS documents. In order to afford prospective Proposers reasonable time in which to take the amendment into account in preparing their Proposals, UNICEF may, at its sole discretion, extend the Submission Deadline.

1.4 Site Visit: Not applicable.

1.5 Bid conference. A bid conference will be held on 21 Dec 2023 and 11:00 Hrs at 131, 31 August 1989 street, Chisinau, UN House, UNICEF Conference Room

1.6 Submission Deadline. The deadline for submission of proposals is as follows: 28 Dec 2023 and 11:00 Hrs.

Any proposals received by UNICEF after the Submission Deadline will be rejected.

1.7 Proposal Opening. Due to the nature of this RFPS, there will be no public opening of proposals

2. LANGUAGE

2.1 The Proposal prepared by the Proposer and all correspondence and documents relating to the Proposal exchanged by the Proposer and UNICEF, will be written in English. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in English. When interpreting the Proposal, the translated version of these supporting documents and printed literature will prevail over the original version of these documents. The sole responsibility for translation, including the accuracy of the translation, will rest with the Proposer.

3. VALIDITY OF PROPOSALS; MODIFICATION AND CLARIFICATIONS; WITHDRAWAL

3.1 Validity Period. Proposers must indicate the validity period of their Proposal. Proposals should be valid for a period of not less than one hundred and twenty (120) days after the Submission Deadline. UNICEF reserves the right not to consider proposals that are valid for a shorter period of time. UNICEF may request the Proposer to extend the validity period. The Proposal of Proposers who decline to extend the validity of their Proposal shall become disqualified as no longer valid.

- 3.2 **Other Changes.** All changes to a Proposal must be received by UNICEF prior to the Submission Deadline. The Proposer must clearly indicate that the revised Proposal is a modification and supersedes the earlier version of the Proposal, or state the changes from the original Proposal.
- 3.3 **Withdrawal of Proposal.** A Proposal may be withdrawn by the Proposer on e-mailed or written request received by UNICEF from the Proposer prior to Submission Deadline. Negligence on the part of the Proposer confers no right for the withdrawal of the Proposal after it has been opened.
- 3.4 **Clarifications Requested by UNICEF.** During the evaluation of Proposals, UNICEF may, in its sole discretion, seek clarifications from any Proposer in order for UNICEF to fully understand the Proposer's Proposal and assist in the examination, evaluation and comparison of Proposals. UNICEF may seek such clarifications through written communications or may request an interview with any Proposer. During this clarification process, no change in the price or substance of the Proposal will be sought, offered or permitted, except as required in order to allow for correction of arithmetical errors discovered by UNICEF.
- 3.5 **References.** UNICEF reserves the right to contact any or all references supplied by the Proposer(s) and to seek references from other sources as UNICEF deems appropriate.

4. ELIGIBILITY; PROPOSER INFORMATION

- 4.1 **Proposer.** The term "Proposer" refers to those companies that submit a proposal pursuant to this RFPS and "Proposal" refers to all the documents provided by the Proposer in its response to this RFPS. A Proposer will only be eligible for consideration if it complies with the representations set out in Part V of this RFPS, including the representations on ethical standards, including conflicts of interest.
- 4.2 **Joint Venture, Consortium or Association.**
- (a) If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, each such legal entity will confirm in their joint Proposal that:
 - (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this will be evidenced by a Joint Venture Agreement among the legal entities, which will be submitted along with the Proposal; and
 - (ii) if they are awarded the LTA-ES, the designated lead entity will enter into the LTA-ES with UNICEF, who will be acting for and on behalf of all the member entities comprising the joint venture.
 - (b) After the Proposal has been submitted to UNICEF, the lead entity identified to represent the joint venture will not be altered without the prior written consent of UNICEF.
 - (c) If a joint venture's Proposal is the Proposal selected for award, UNICEF will award the LTA-ES to the joint venture, in the name of its designated lead entity. The lead entity will sign the LTA-ES for and on behalf of all other member entities and will be solely responsible for the coordination, implementation and quality of the services to be provided. under linked contract(s) awarded in connection with this RFPS All payments for the accepted services provided under linked contract (s) awarded in connection with this RFPS will only be made to the lead entity only
- 4.3 **Proposals from Government Organizations.** The eligibility of Proposers that are wholly or partly owned by the Government will be subject to UNICEF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to these RFPS documents, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
- 4.4 **Proposals from organizations where the sole proprietor is a former or retired UNICEF/UN staff member.** Any organization, whose sole proprietor is a former or retired staff member of UNICEF (or any other United Nations organization), which submits a Proposal must disclose his/her previous United Nations employment at the time of submission. Any such Proposal will be treated as though the Proposal came from an individual for the purposes of UNICEF's standard conditions on contracting former and retired members of staff.

5. PREPARATION OF OFFER

- 5.1 Proposers are responsible to inform themselves in preparing their Proposal. In this regard, the Proposers will ensure that they:
- Examine all terms, requirements and formal submission instructions (e.g. regarding form and timing of submission, marking of envelopes, no price information in technical proposal etc.) included in the RFPS documents (including the Instructions to Proposers section);
 - Review the RFPS to ensure that they have a complete copy of all documents;
 - Review the UNICEF Long Term Arrangement for Engineering Services publicly available on the UNICEF Supply website:
<https://www.unicef.org/supply/resources/procurement-policies> ;
 - Review the UNICEF policies publicly available on the UNICEF Supply website:
<https://www.unicef.org/supply/resources/procurement-policies>.
In particular, Proposers should familiarize themselves with the obligations imposed on suppliers and their personnel and sub-contractors under the UNICEF Policy Prohibiting and Combatting Fraud and Corruption and the UNICEF Policy on Conduct Promoting the Protection and Safeguarding of Children;
 - Attend any bid conference if it is mandatory under this RFPS;
 - Fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the services.
- Proposers acknowledge that UNICEF, its directors, employees and agents make no representations or warranties (express or implied) as to the accuracy or completeness of this RFPS or any other information provided to the Proposers.
- 5.2 Failure to meet all requirements and instructions in the RFPS documents or to provide all requested information will be at the Proposer's own risk, and may result in rejection of the Proposer's Proposal.
- 5.3 The Proposal must be organized to follow the format of this RFPS. Each Proposer must respond to the stated requests or requirements, and indicate that the Proposer understands and confirms acceptance of UNICEF's stated requirements. The Proposer should identify any substantive assumption made in preparing its offer. The deferral of a response to a question or issue to any contract negotiation stage is not acceptable. Any item not specifically addressed in the Proposal will be deemed as accepted by the Proposer. Incomplete or inadequate responses, lack of response or misrepresentation in responding to any questions will affect the evaluation of the Proposal.
- 5.4 All references to descriptive materials should be included in the appropriate Proposal paragraph, though the material/documents themselves may be provided as annexes to the Proposal. The Proposer must also provide sufficient information in the Proposal to address each area of the evaluation criteria as presented in this document to allow a fair assessment of all of the Proposers and their Proposals. It is for UNICEF to determine, in its sole discretion, whether information provided is sufficient.
- 5.5 The completed and signed Request for Proposal for Engineering Services Form must be submitted together with the Proposal. The Request for Proposal for Engineering Services Form must be signed by a duly authorized representative of the Organization/Company.
- 5.6 Proposals must be clearly marked with the RFPS number.
- 5.7 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
- 5.8 **Technical Proposal:** The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service need. **NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.**
- 5.9 **Price Proposal:** The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference for this RFPS.
- 5.10 Each Proposer acknowledges that its participation in any stage of the solicitation process for this RFPS is at its own risk and cost. The Proposer is responsible for, and UNICEF is not responsible for, the costs of preparing its Proposal or response to this RFPS, attendance at any pre-submission conference, site visit, meetings or oral presentations, regardless of the conduct or outcome of the solicitation process.

5.11 The Proposer's Proposal will include all the annexes attached to the Terms of Reference.

6. PROPOSAL DOCUMENTS; CONFIDENTIALITY

- 6.1 This RFPS, together with all Proposal documents provided by the Proposer to UNICEF, will be considered the property of UNICEF and Proposals will not be returned to the Proposers.
- 6.2 Information contained in the Proposal documents, which the Proposer considers to be its confidential information, should be clearly marked "confidential", next to the relevant part of the text, and UNICEF will treat such information accordingly.
- 6.3 All information and documents provided to the Proposers by UNICEF ("RFPS Materials") shall be treated as confidential by the Proposers. If the Proposer declines to respond to this RFPS, or, if the Proposal is rejected or unsuccessful, the Proposer will promptly destroy or delete all such RFPS Materials. The Proposer shall not use the RFPS Materials for any purpose other than the purpose of preparing a Proposal and shall not disclose the RFPS Materials to any third party, except: (a) with the prior written consent of UNICEF; (b) where the third party is assisting the Proposer in preparing the Proposal, provided the Proposer has previously ensured that party's adherence to this duty of confidentiality; (c) if the relevant RFPS Materials are at the time of this RFPS lawfully in the possession of the Proposer through a party other than UNICEF; (d) if required by law, and provided that the Proposer has previously informed UNICEF in writing of its obligation to disclose the RFPS Materials; or (e) if the RFPS Materials are generally and publicly available other than as a result of breach of confidence by the person receiving the RFPS Materials.

7. MULTIPLE PROPOSALS AND PROPOSALS FROM RELATED ORGANIZATIONS

- 7.1 Proposers shall not submit more than one Proposal as part of this RFPS process.
- 7.2 If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal then neither the lead entity nor the member entities of the joint venture may submit another Proposal, either in its own capacity or as a lead entity or a member entity for another joint venture submitting another Proposal.
- 7.3 UNICEF reserves the right to reject separate Proposals submitted by two or more Proposers if the Proposers are related organizations and are found to have any of the following:
- (a) they have at least one controlling partner, director or shareholder in common; or
 - (b) any one of them receive or have received any direct or indirect subsidy from the other(s); or
 - (c) they have a relationship with each other, that gives one or more Proposers access to confidential information about, or influence over, the other Proposal(s); or
 - (d) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
 - (e) an individual proposed to be in the team of one Proposer participates in more than one Proposal received for this solicitation process.

PART III –AWARD/ADJUDICATION OF PROPSALS

1. AWARD

- 1.1 Proposal Evaluation Process.The evaluation is carried out by UNICEF in accordance with UNICEF's regulations, rules and practices and all determinations are made in UNICEF's sole discretion.

After opening the Proposals, UNICEF will carry out the following steps in the following order:

- *First*, each Proposal will be evaluated for compliance with the mandatory requirements of this RFPS. Proposals 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 RFPS, including, but not limited to, failure to provide all

required information, may result in a Proposal being disqualified from further consideration.

- *Second*, UNICEF will evaluate the Technical Proposal part for compliance with the technical requirements stated in this RFPS on the basis of the Proposal evaluation approach set out below.
- *Third*, UNICEF will undertake a commercial evaluation of the Price Proposal part of technically compliant Proposals on the basis of the Proposal evaluation approach set out below.

1.2 Proposal Evaluation Approach.

The evaluation criteria will be a split between technical and commercial (price proposal) scores (a 70 / 30 split).

Proposals submitted in response to this RFPS should include and will be evaluated against the following:

a) Technical Evaluation

Technical evaluation criteria described in the Terms of Reference attached at Annex B

Total Maximum 70 Points

Only Proposals which receive a minimum of 49 points will be considered further.

b) Price Proposal (commercial evaluation)

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.:

Score for price proposal X = (Max. score for price proposal (30 Points) * Price of lowest priced proposal) / Price of proposal X

Total obtainable Technical and Price points: 100

The Proposer(s) achieving the highest combined technical and price score will (subject to any negotiations and the various other rights of UNICEF detailed in this RFPS) be awarded the LTA-ES(s).

- 1.3 Multiple Arrangements. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.
- 1.4 Negotiation. UNICEF reserves the right to negotiate with the Proposer(s) that has/have attained the best rating/ranking, i.e. those providing the overall best value Proposal.
- 1.5 Award Notification. UNICEF will only notify the Proposer(s) that has/have been awarded the LTA-ES(s) resulting from this solicitation process; UNICEF may, but is not required to, notify the other Proposers of the outcome of this solicitation process.

2. **LTA STANDARD CONTRACT FOR ENGINEERING SERVICES**

- 2.1 UNICEF's LTA Standard Contract for Engineering Services will apply to any LTA-ES and linked contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Engineering Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF LTA Standard Contract for Engineering Services. The Proposer understands that if it proposes any amendments or additional terms to the UNICEF LTA Standard Contract for Engineering Services, these must be clearly detailed in the Proposal and may negatively affect the evaluation of the Proposal and UNICEF reserves the right to reject the Proposer's Proposal.

3. **RIGHTS OF UNICEF**

- 3.1 UNICEF reserves the following rights:

(a) to accept any Proposal, in whole or in part; to reject any or all Proposals; or to cancel this

solicitation process in its entirety;

- (b) to verify any information contained in Proposer's response (and the Proposer will provide UNICEF with its reasonable cooperation with such verification);
- (c) to invalidate any Proposal received from a Proposer that, in UNICEF's sole opinion has previously failed to perform satisfactorily or complete contracts on time, or UNICEF believes is not in a position to perform the LTA-ES;
- (d) to invalidate any Proposal that, in UNICEF's sole opinion, fails to meet the requirements and instructions stated in this RFPS;
- (e) to suspend negotiations or withdraw an award to a Proposer at any time up until an LTA-ES has been signed with such Proposer. UNICEF is not required to provide any justification, but will give notice prior to any such suspension of negotiations or withdrawal of award.

3.2 UNICEF is not liable to any Proposer for any costs, expense or loss incurred or suffered by such Proposer in connection with this RFPS or solicitation process, including, but not limited to, any costs, expense or loss incurred as result of UNICEF exercising any of its rights in paragraph 3.1 above.

PART IV – REQUIREMENTS

1. PRICE AND PAYMENT

1.1 Price. The fee for the services and deliverables will be treated as inclusive of all costs, expenses, charges or fees that the Proposer may incur in connection with the performance of the work. The Proposer is invited to offer any unconditional discounts, or cumulative volume discounts (i.e. discounts that increase as the cumulative order value increases throughout the validity of the LTA-ES). Further, the Proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF's standard payment terms of 30 days.

Notwithstanding any agreed discounts, prices offered by bidders, shall constitute maximum ceiling prices and shall remain fixed for the duration of the LTA-ES.

1.2 Payment Terms. Invoices may be issued to UNICEF only after the services (or components of the services) have been provided and the deliverables (or installments of the deliverables) have been delivered (a) in accordance with the contract (as issued in accordance with the provisions of the LTA-ES) and (b) to UNICEF's satisfaction. The standard terms of payment are net 30 days, after receipt of invoice. Payment will be effected by bank transfer in the currency of the contract.

The Proposer will suggest a payment schedule for each contract (as issued in accordance with the provisions of the LTA-ES) that is linked to clear milestones and/or deliverables identified in the Terms of Reference. UNICEF reserves the right to accept or reject or propose amendments to the proposed payment schedules.

1.3 Currency. (a) The currency of the Proposal shall be in MDL. UNICEF will reject any proposals submitted in another currency.

(b) If the above paragraph (a) explicitly permits two or more specified currencies for the Proposals, then for evaluation purposes only, offers submitted in a currency other than US Dollars will be converted into US Dollars using the United Nations rate of exchange in effect on the submission deadline date.

1.4 Taxes. Article II, Section 7, of the Convention on the Privileges and Immunities provides, inter alia, that the United Nations, including UNICEF as a subsidiary organ, is exempt from all direct taxes, except charges for public utility services. All prices/rates quoted in the Proposal must be net of any direct taxes and any other taxes and duties, unless otherwise specified in the RFPS documents.

2. IMPLEMENTATION

2.1 No Reliance. Except as expressly set out in the RFPS documents, UNICEF will have no obligation to provide any assistance to the contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the performance of these services. If the Proposer requires any facilities, equipment, materials, systems or licenses in order

to do the work, this must be explicitly detailed in its Proposal.

- 2.2 **Sub-contractors.** Proposers must identify in their Proposal any planned subcontracting of services. All subcontracting arrangements will be reviewed by UNICEF as part of its evaluation of the Proposal.
- 2.3 **Key personnel.** If so required in the Terms of Reference each key personnel profile requested in the Terms of Reference must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:
- (a) The key personnel proposed in the Proposal must not be part of any other Proposer's Proposal being submitted for this RFPS process. They must therefore engage themselves exclusively to the Proposer.
 - (b) Each key personnel must also undertake to be available, able and willing to work for all the period foreseen for his/her input during the implementation of the LTA-ES as indicated in the Terms of Reference/ and the Proposal.

Having selected a Proposal partly on the basis of an evaluation of the key personnel presented in the Proposal, UNICEF expects the LTA-ES and related contracts to be executed by these specific personnel. UNICEF will only consider substitutions because of the incapacity of a key personnel for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the Proposal. The desire of a Proposer to use a key personnel on another project or a change of mind on the part of a key personnel about the LTA-ES and related contracts will not be accepted as a reason for substitution of any of the key personnel.

- 2.4 **Joint Ventures.** The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of this RFPS, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture will be subject to the eligibility and qualification assessment by UNICEF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in this RFPS, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in this RFPS.

Previous contracts completed by individuals working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individuals themselves in their presentation of their individual credentials.

PART V – PROPOSER REPRESENTATIONS

1. PRICE – MOST FAVOURED CUSTOMER

- 1.1 The Proposer confirms that the fees, rates and charges and related pricing terms with respect to the services specified in the Proposal are the most favourable pricing terms available to any customer of the Proposer (or any of the Proposer's affiliates).
- 1.2 If at any time during the term of the LTA-ES resulting from the Proposal, any other customer of the Proposer (or of any of the Proposer's affiliates) obtains more favourable pricing terms than those provided to UNICEF, the Proposer will retroactively adjust the fees, rates and charges and related pricing terms under the LTA-ES to conform to the more favourable terms and the Proposer will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive fee adjustment.

2. GENERAL REPRESENTATIONS

By submitting its Proposal in response to this RFPS, the Proposer confirms to UNICEF as at the Submission Deadline:

- 2.1 The Proposer has (a) the full authority and power to submit the Proposal and to enter into any resulting LTA-ES and linked contract(s), and (b) all rights, licenses, authority and resources necessary, as

applicable, to develop, source and supply the services and to perform its other obligations under any resulting LTA-ES and linked contract(s). The Proposer has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with any service, deliverable or outcome that may be acquired under any resulting contract (as issued in accordance with the provisions of the LTA-ES).

- 2.2 All of the information it has provided to UNICEF concerning the services and the Proposer is true, correct, accurate and not misleading.
- 2.3 The Proposer is financially solvent and is able to supply the services to UNICEF in accordance with the requirements described in this RFPS.
- 2.4 The use or supply of the services does not and will not infringe any patent, design, trade-name or trade-mark.
- 2.5 The development and supply of the services has complied, does comply, and will comply with all applicable laws, rules and regulations.
- 2.6 The Proposer will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.
- 2.7 It has the personnel, experience, qualifications, facilities, financial resources and all other skills and resources to perform its obligations under any resulting LTA-ES and linked contract(s).
- 2.8 The Proposer agrees to be bound by the decisions of UNICEF, including but not limited to, decisions as to whether the Proposer's Proposal meets the requirements and instructions stated in this RFPS and the results of the evaluation process.

3. ETHICAL STANDARDS

UNICEF requires that all Proposers observe the highest standard of ethics during the entire solicitation process, as well as the duration of any LTA-ES that may be awarded as a result of this solicitation process. UNICEF also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Proposal in response to this RFPS, the Proposer makes the following representations and warranties to UNICEF as at the Submission Deadline:

- 3.1 In respect of all aspects of the solicitation process the Proposer has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Proposer has disclosed to UNICEF if it or any of its affiliates is, or has been in the past, engaged by UNICEF to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this RFPS; or if it or any of its affiliates has been involved in the preparation and/or design of the programme/project related to the services requested under this RFPS.
- 3.2 The Proposer has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any LTA-ES and linked contract(s) that may be awarded as a result of this solicitation process.
- 3.3 No official of UNICEF or of any United Nations System organisation has received from or on behalf of the Proposer, or will be offered by or on behalf of the Proposer, any direct or indirect benefit in connection with this RFPS including the award of the LTA-ES and linked contract(s) to the Proposer. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.
- 3.4 The following requirements with regard to former UNICEF officials have been complied with and will be complied with:
 - (a) During the one (1) year period after an official has separated from UNICEF, the Proposer may not make a direct or indirect offer of employment to that former UNICEF official if that former UNICEF official was, during the three years prior to separating from UNICEF, involved in any aspect of a UNICEF procurement process in which the Proposer has participated.

- (b) During the two (2) year period after an official has separated from UNICEF, that former official may not, directly or indirectly on behalf of the Proposer, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.
- 3.5 Neither the Proposer nor any of its affiliates, or personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Proposer will immediately disclose to UNICEF if it or any of its affiliates, or personnel or directors, becomes subject to any such sanction or temporary suspension during the term of the LTA-ES. If the Proposer or any of its affiliates, or personnel or directors becomes subject to any such sanction or temporary suspension during the term of the LTA-ES, UNICEF will be entitled to suspend the LTA-ES and linked contract(s) for a period of time up to thirty (30) days or terminate the LTA-ES and linked contract(s), at its sole choice, with immediate effect upon delivery of a written notice of suspension or termination, as the case may be, to the Proposer. If UNICEF chooses to suspend the LTA-ES and linked contract(s) it will be entitled to terminate the LTA-ES and linked contract(s) at the end of the thirty (30) days' suspension at UNICEF's sole choice.
- 3.6 The Proposer will (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the solicitation process and in the performance of any resulting LTA-ES and linked contract(s); and (c) comply with the applicable provisions of UNICEF's Policy Prohibiting and Combatting Fraud and Corruption which can be accessed on the UNICEF website at <https://www.unicef.org/supply/resources/procurement-policies>. In particular, the Proposer will not engage, and will ensure that its personnel, agents and sub-contractors do not engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in UNICEF's Policy Prohibiting and Combatting Fraud and Corruption.
- 3.7 The Proposer will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation and the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).
- 3.8 Neither the Proposer nor any of its affiliates, is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32, or the International Labour Organisation's Convention Concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour, No. 182 (1999); or (b) in the manufacture, sale, distribution, or use of anti-personnel mines or components utilised in the manufacture of anti-personnel mines.
- 3.9 The Proposer has taken and will take all appropriate measures to prevent sexual exploitation or abuse of anyone by its personnel including its employees or any persons engaged by the Proposer to perform any services in the Proposer's participation in this solicitation. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, will constitute the sexual exploitation and abuse of such person. The Proposer has taken and will take all appropriate measures to prohibit its personnel including its employees or other persons engaged by the Proposer, from exchanging any money, goods, services, or other things of value, for sexual favours or activities or from engaging in any sexual activities that are exploitive or degrading to any person.
- 3.10 The Proposer confirms that it has read UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children. The Proposer will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Proposer will further cooperate with UNICEF's implementation of this Policy.
- 3.11 The Proposer will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 3.
- 3.12 Each of the provisions in this Article 3 of Part V constitutes an essential condition of participation in this solicitation process. In the event of a breach of any of these provisions, UNICEF is entitled to disqualify the Proposer from this solicitation process and/or any other solicitation process, and to terminate any LTA-ES and linked contract(s) that may have been awarded as a result of this solicitation process, immediately upon notice to the Proposer, without any liability for termination charges or any liability of any kind. In addition, the Proposer may be precluded from doing business with UNICEF and any other entity of the United Nations System in the future.

4. AUDIT

- 4.1 From time to time, UNICEF may conduct audits or investigations relating to any aspect of an LTA-ES and/or linked contract awarded in relation to this RFPS, including but not limited to the award of the LTA-ES and/or linked contract and the Proposer's compliance with the provisions of Article 3 above. The Proposer will provide its full and timely cooperation with any such audits or investigations, including (but not limited to) making its personnel and any relevant data and documentation available for the purposes of such audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such audits or investigations access to the Proposer's premises at reasonable times and on reasonable conditions in connection with making its personnel and any relevant data and documentation available. The Proposer will require its sub-contractors and its agents to provide reasonable cooperation with any audits or investigations carried out by UNICEF.

ANNEX B: TERMS OF REFERENCE

for

Establishing Local Long-Term Arrangements (LTA) for Engineering Services in Moldova**1.0. BACKGROUND**

- 1.1. UNICEF Moldova Country Office is engaged in construction and rehabilitation activities, including latrines (toilets), hand-washing facilities, water systems infrastructure and sewerage treatments in 125 schools in rural and urban across Moldova.
- 1.2. In 2023, UNICEF Moldova was engaged in construction activities for a combined value of more than US\$ 1 million. The estimated value of on-going and projected construction activities is estimated at US\$ 4 million. These activities required engineering services, such as site assessment, designs and construction documents, site supervision during project execution, etc.
- 1.3. Within this context, UNICEF Moldova Country Office wishes to enter into non-exclusive LTA(s) for the procurement of engineering services, as required from time to time during the term of the LTAs. It will be a provision of such Arrangement(s), that UNICEF will not be committed to purchase any minimum quantity of these items, and that purchases will be made only if and when there is an actual requirement. UNICEF shall not be liable for any cost in the event that no purchases are made under any resulting LTA(s).
- 1.4. In cases in which the awarded LTAs are used by UNICEF offices in neighboring countries, the requesting UNICEF office will cover travel expenses (travel and accommodation) in addition to the unit costs of the engineering services required. The value of the travel expenses will be established prior signing the specific contract.
- 1.5. Other United Nations Agencies, Funds and Programmes shall be entitled to place orders under the prices and terms of this LTA. Orders placed by other United Nations entities constitute a contractual agreement between the contractor and the ordering United Nations entity. UNICEF will not be a contractual party to these orders and has therefore no obligations or liabilities for orders not issued by UNICEF.

2.0. SCOPE OF SERVICES

- 2.1. The scope of services is divided into 2 lots: (Lot 1) main engineering services, which are typically used in most UNICEF construction activities, and (Lot 2) supplementary technical services referring to specialized engineering services that shall be required only for specific construction activities.
- 2.2. Below are the main engineering services to be provided. Each service is described in detailed in Section 3 Expected Deliverables.
 1. Site Assessment
 2. Design and Technical Documents
 3. Technical Support to Procurement
 4. Quality Assurance and Site Supervision
- 2.3. The awarded LTA holders are expected to be able to offer the supplementary technical services listed below for construction projects with high degree of technical requirements, such as large water treatment facilities, etc.:
 1. Advanced Topographical Surveys
 2. Advanced Geotechnical Surveys
 3. Advanced Architectural Services
 4. Advanced Building Design Services
 5. Blast Design and Seismic Analysis
 6. Social and Environmental Screening
 7. Project Management
 8. Drawing Illustrations

3.0. EXPECTED DELIVERABLES

- 3.1 The table below describes in detail each required engineering service, including tasks and expected deliverables. Payments will be based on satisfactory completion of deliverables.
- 3.2 Deliverables shall be submitted to UNICEF in electronic format (drawings in AutoCAD and PDF) and hard copies printed in an appropriate scale.

Table 1: Services, Tasks and Deliverables

#	Service Descriptions	Tasks	Deliverables
Lot 1	Main Engineering Services	Typically used in most of UNICEF construction activities.	
1-	Site Assessment Evaluation of site characteristics and preparation of detailed analysis with recommendations for design and implementation.	<p>Assessment of existing buildings¹ Verify structural integrity and functionality of existing construction, finish quality, accessibility level², accuracy of as-built drawings, and if not available, prepare architectural drawings of existing buildings.</p> <p>Assessment of sites for new construction Conduct site surveys (topographical, geotechnical and engineering); verify land legal status and construction laws.</p> <p>Soil investigation Check the site topography for surface and subsurface exploration. Subsurface exploration involves soil sampling and laboratory tests of samples retrieved.</p>	<p>Detailed report approved by UNICEF with site layout, collected data, as-built drawings, building(s) and site analysis and recommendations.</p> <p>Detailed report approved by UNICEF on soil investigation.</p>
2-	Design and Technical Documents³ Development of construction technical documents, and obtaining necessary construction permits, if required.	<p>Conceptual design Produce design sketches that comply with site conditions, criteria, performance standards, accessibility requirements; formulate and evaluate design options; develop conceptual design for the “passed-screening” option.</p> <p>Architectural design Develop architectural design in 2 stages: a) Preliminary design based on approved conceptual design, and b) Detailed design with finish materials’ specifications.</p> <p>Structural design Develop structural design in 2 stages: a) Preliminary design based on approved architectural design, and b) Detailed design with technical specifications and design analysis.</p> <p>Building service design Develop design of indoor and outdoor plumbing, water supply, sanitary, electrical services in 2 stages: a) Preliminary design based on approved architectural design, and b) Detailed design with technical specifications and design analysis.</p> <p>Bid technical documents Prepare Bill of Quantities (BoQs) and confidential cost estimate; and compile all technical documents (design drawings, specifications and bill of quantities).</p> <p>Permitting and declaration Compile technical and administrative documents required for requesting permit and declaration, and obtain necessary construction permits⁶ and declaration for each construction work from Authority.</p>	<p>Feasibility report approved by UNICEF includes design criteria, options’ analysis and conceptual design drawings.</p> <p>Full set of architectural drawings⁴ with specifications, approved by UNICEF.</p> <p>Full set of structural drawings⁵, specifications, calculations and design analysis, approved by UNICEF.</p> <p>Full set of building service drawings, specifications, calculations and design analysis, approved by UNICEF.</p> <p>BoQs for repairs, rehabilitation and/or new construction approved by UNICEF. Confidential cost estimates.</p> <p>Original copy of permit(s) officially authorized by Authority.</p>
3-	Technical Support to Procurement Assisting UNICEF in the solicitation process and the selection of qualified construction companies.	<p>Pre-qualification of contractors⁷ Assist UNICEF in the evaluation and pre-qualification of contractors.</p> <p>Bidders’ conference Attend bidders’ conference with Potential Bidders; respond to their technical queries and questions.</p> <p>Technical evaluation Assist in the evaluation of technical proposals, visits</p>	<p>Report includes a shortlist of pre-qualified contractors approved by UNICEF.</p> <p>Report includes answers to all technical queries and questions of Potential Bidders during the bidding process.</p> <p>Evaluation report approved by UNICEF includes scores and remarks on each technical sub-criterion.</p>

¹ The purpose of assessing existing buildings is either to maintain their original use, or to change their use.

² In line with UNICEF’s Accessibility Technical Cards and Procedure on Eco-efficiency and Inclusive Access

³ In the case of UNICEF office construction/renovation/rehabilitation, engage with the Inclusive & Sustainable operations team to ensure compliance with the Procedure on Eco-Efficiency and Inclusive Access in UNICEF Facilities and Operations, including the cases where a green building certification is pursued.

⁴ Full architectural set includes master plan, layout, plans, sections, elevations, 3D images, details and finishes.

⁵ Full structural set includes foundation details, structural design and details of columns, beams, slabs, stairs, etc.

⁶ Such as owner’s permit, construction permit, environmental permit, permits from utility companies, including necessary design/drawings and documentation for service declaration to the government.

⁷ Contractors are recommended to have experience in constructing green and accessible buildings.

		to bidders' offices and relevant projects, verification of references, etc ⁸ .	
4-	<p>Quality Assurance and Site Supervision</p> <p>Technical oversight of ongoing construction activities to ensure compliance with specifications and signed contract and provide advice to UNICEF on any potential risks related to timeline, budget and quality of works, including <i>responsabilitehnic</i>, as per national legislation)</p>	<p>Quality assurance Undertake quality assurance and quality control plans and related procedures; review and approve contractor's construction schedule, detailed designs, shop and as-built drawings; inspect material sources and materials' tests.</p> <p>Site supervision Assist in project's start-up; inspect and monitor time, progress, cost, quality and quantity of works and other agreed targets; approve workmanship and materials; certify payments and assist UNICEF in the control of variation orders; document project records that provide the necessary evidentiary and analyses in case of claims and disputes; ensure that works are executed in accordance with local Laws and regulations, national and international health and safety standards, quality standards and signed contract; liaise and co-ordinate with local authorities, if required; issue the Certificates of Partial, Substantial and Final Completion of works; prepare monthly progress reports and final narrative report; approve as-built drawings and Preventative Maintenance Manual. In case greening certification is pursued, engage with the Inclusive & Sustainable Operations team for guidance.</p>	Reports approved by UNICEF based on site visits.
Lot 2	Supplementary Technical Services	Advanced engineering services required only for specific construction activities.	
1-	<p>Advanced Topographical Surveys⁹</p> <p>Prepared by a Land Surveyor with min 8-year relevant experience.</p>	Establish Permanent Ground Markers on the site and prepare a detailed ¹⁰ topographical survey and drawings with photographic documentation.	Detailed report approved by UNICEF with conclusions and recommendations.
2-	<p>Advanced Geotechnical Surveys¹¹</p> <p>Prepared by a Geotechnical Engineer with min 8-year relevant experience.</p>	Provide detailed soil characteristics, bearing capacity, ground water level, depth of bedrock, soil layers and soil contamination; assess the potential for aggressive attack by the soil on concrete and steel; provide study on seismic vulnerability and underlying ground conditions.	Detailed investigation report approved by UNICEF with conclusions and recommendations.
3-	<p>Advanced Architectural Services¹²</p> <p>Prepared by an Architect with min 8-year relevant experience.</p>	Identify project requirements and constraints; prepare summary report and concept design based on collected data, climate information, national and local Bylaws, best practices, permit requirements, accessibility requirements, project information, etc.; develop project design in 2 stages: preliminary and detailed with cost estimates; provide specifications for works and finishes; ensure design is compliance with national and international health and safety standards, environmental sustainability and internationally recognized quality standards.	Detailed design drawings in appropriate scale approved by UNICEF with finish specifications
4-	<p>Advanced Building Service Design</p> <p>Preparing and/or reviewing advanced designs for specific</p>	<p>Structural and civil works Collect data from topographical, geotechnical, utilities surveys and seismic design considerations; prepare options layouts with cost estimates; develop detailed structural and civil design for the selected alternative with structural analysis and calculations.</p>	Detailed design drawings in appropriate scale approved by UNICEF with material/equipment specifications including complete analysis and calculations.

⁸ Declaration of Impartiality and Confidentiality to be signed by external committee members prior starting the evaluation process.

⁹ Topographical surveys required for specific sites (e.g. with steep slopes, irregular shapes).

¹⁰ Contours shall be interpolated on the drawings at 0.2m intervals and spot levels shall be shown on the drawing on an approximate 10m square grid.

¹¹ Geotechnical surveys required for specific sites (e.g. multi-storey building located in a high-risk seismic zone).

¹² Architectural designs for specific complex projects (e.g. UNICEF new offices, new warehouses, landscaping).

	<p>projects and/or systems (e.g. large-span steel structures, cold-room stores, renewable power sources), prepared by a Specialized Engineer (Structural, Electro-mechanical, IT, environmental, etc.) with min 8-year relevant experience.</p>	<p>Electro-mechanical works HVAC¹³ and extraction system; automated elements¹⁴; water pumps, well and water purification systems; waste management and environmental efficiency systems; backup power and energy supply¹⁵; energy distribution systems; solar power design; fire detection and suppression systems; security and building control systems; ICT¹⁶ networks; lightning protection; refrigeration and cold room design; water drainage and plumbing; carbon emission and reduction.</p> <p>Greening/eco-efficiency and accessibility works Ensure compliance with the prescribed greening and accessibility requirements¹⁷; include relevant design requirements and specifications in the construction documents.</p>	
		<p>Technical peer review Check compliance of existing technical documents with requirements and deliverables; ensure completed works are able to perform satisfactorily under the expected conditions of use; ensure Health and Safety required by local practice are in place and recorded; check compliance with relevant national/international codes, standards and regulatory requirements; confirm appropriate surveys were carried out; confirm constructability and maintainability considerations are in place; ensure cost-effectiveness; verify interdisciplinary design reviews are carried out.</p>	<p>Detailed report approved by UNICEF with conclusions and recommendations.</p>
5-	<p>Blast Design and Seismic Analysis</p> <p>Ensuring design compliance with anti-blast and seismic standards for specific projects (e.g. located in areas exposed to explosions, in high-risk seismic zones), prepared by a Specialized Engineer with min 8-year relevant experience.</p>	<p>Blast design Conduct vulnerability assessment; identify explosive threats and level of protection; determine air-blast parameters and building performance in response to the identified threats; develop mitigation measures and recommendations; discuss with UNICEF scope of works, logistics, approach and timing.</p> <p>Seismic analysis Collect data from building planning and control records, site geotechnical records, area seismic activity records, local drainage records and any as-built information on the subject buildings; conduct surveys and testing; undertake Tier level 1 to 3 reviews; prepare a conclusive assessment report.</p>	<p>Detailed analysis report approved by UNICEF with conclusions and recommendations.</p>
6-	<p>Social and Environmental Screening</p> <p>Ensuring sustainable development and providing direction for the management of social and environmental risks, prepared by an Environmental Scientist with min 8-year relevant experience.</p>	<p>Assess social and environmental risks and impacts associated with each of the following standards: labor and working conditions; resource efficiency and pollution prevention; community health, safety and security; land acquisition and involuntary resettlement; biodiversity conservation and sustainable management of living resources; indigenous people; cultural heritage; climate-resilient development. Determine the level of risk; develop a risk management plan.</p>	<p>Detailed analysis report approved by UNICEF with conclusions and recommendations including Risk Management Plan.</p>
7-	<p>Drawing Illustrations</p> <p>Prepared by a Junior Draughtsman with 3-year experience.</p>	<p>Support team to develop design drawings by using AutoCAD, 3D illustrations, etc.</p>	<p>Complete design drawings approved by UNICEF.</p>

¹³ Heating, ventilation and air conditioning

¹⁴ Elevators, escalators and automated doors and windows

¹⁵ Gas, electricity and renewable sources such as solar, wind, geothermal and biomass

¹⁶ Information and communications technology

¹⁷ Applies to all construction project related to UNICEF premises and operations. Upon the initiation of the project, the Inclusive & Sustainable Operations team in DFAM-AMS should be engaged to provide the necessary technical and financial support for compliance with the eco-efficiency and accessibility requirements on a case by case basis.

* Including specific work practices, methods and events, lists of all procedures applicable to the project, audit plan, management review, performance indicators, allocation of resources, responsibilities and authority for all phases of the work, control of non-conformances, lessons learned continual improvement, QA/QC organization.

4.0. ELIGIBILITY AND QUALIFICATIONS

4.1. The Potential Bidders are eligible to submit complete proposals for one or both lots of the services included in Section 3 Expected Deliverables, and their submission will be taken into consideration in the proposal's evaluation process.

4.2. The LTA holder(s) is expected to assign or deploy adequate qualified staff to undertake the specific engineering services requested.

4.3. The Potential Bidder shall provide all the information and documentation requested in this section with its Proposal. Failure to submit the information below will disqualify the Potential Bidder.

4.4. **Documents** to be submitted in the Technical Proposal:

- The Potential Bidder must be registered as an engineering firm in Moldova. Technical Proposals shall include copies of original documents defining the constitution or legal status of the company, place of registration, and principal place of business; written power of attorney of the signatory of the nominated person to commit the LTA.
- Copy of curriculum vitae (Maximum two (2) pages) of key personnel involved in providing the specific service, such as chartered civil engineer as project manager and resident civil engineers. UNICEF may conduct reference checks on the key personnel during the evaluation process.
- Reports on the financial standing of the Potential Bidder, such as profit and loss statements and auditor's reports for the past three years.

4.5. The Potential Bidder must provide sufficient **information** in their proposal to demonstrate compliance with the requirements defined by UNICEF. The forms listed below contains the eligibility and minimum qualifying criteria that UNICEF will use to evaluate proposal for the award of LTA(s).

a) **Mandatory** information to be submitted in the Technical Proposal (ANNEX C):

- Form 1: Technical Proposal Submission
- Form 2: Technical Proposal Letter
- Form 3: Potential Bidder's General Information
- Form 4: Potential Bidder's Contact Details
- Form 5: List of Completed Similar Services Undertaken the Last 3 Years
- Form 6: List of Similar Services in Hand
- Form 7: List of Proposed Key Personnel
- Form 8: CV of the Proposed Team
- Form 9: List of Office Equipment, Engineering Instruments and Design Software
- Form 10: Potential Bidder's Financial Information/ Adequacy of Working Capital
- Form 11: Summary of Service Values Undertaken the last 3 Years
- Form 12: List of Current Litigations

b) Information to be submitted in the Price Proposal (ANNEX D):

- Form 13: Price Proposal Letter
- Form 14: Price Proposal Submission

4.6. The Proposals prepared by Potential Bidders and all correspondence and documents relating to the Proposals exchanged by Potential Bidders and UNICEF shall be written in the [English] language.

4.7. Errors in the Proposals

- Bidders are expected to examine all instructions and documentation of the RFP. Failure to do so will be at Bidders' own risk.
- In the event of any discrepancy between the copies of the Proposals submitted as hard copies, the original shall govern. The original and each copy of the Technical and Price Proposals shall be prepared in indelible ink and shall be signed by the authorized Contractor's representative.
- The Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Bidders themselves. Any such correction shall be initialled by the person or persons signing the Proposal.

4.8. The following criteria will be considered for selection of Potential Bidders for the award of LTA:

- The capacity of the engineering firm to manage multiple assignments at different geographical locations.
- The engineering firm has demonstrable capacity (staff, equipment, logistics, finance) in similar types of assignment.
- The Potential Bidder must have wide range of experience and technical expertise in the field of construction engineering consultancy (at least 5 years).
- The Potential Bidder must be well informed of the construction engineering context of Moldova and is very familiar with the Moldova National Building Code.
- The working experience with international and UN Organizations will be preferable.

4.9. The LTA holder should be able to involve the following key personnel for UNICEF projects, as required:

- Project Manager (full-time) with 8-year experience in the domain.
- Technical Supervision Specialist (Responsabil Tehnic) with 10 years relevant experience
- Resident Civil Engineer (full-time) with min. 5-year experience in site supervision.
- Architect (full-time) with 6-year experience in the domain.
- Structural/Civil Engineer (part-time) with 5-year experience in the domain.
- Electromechanical Engineer (part-time) with 5-year experience in the domain.
- Water and sanitation Engineers:
 - A. for design of the indoor WASH installations and networks (part-time) with 2-year experience in the domain.
 - B. For design of installations, external networks and sanitation solutions (part-time) with 2-year experience in the domain.
- Heating, ventilation and air conditioning Engineer (part-time) with 5-year experience in the domain.
- Related installations Engineer (part-time) with 2-year experience in the domain.
- Gas supply Engineer (part-time) with 2-year experience in the domain.
- Topographer (part-time) with 2-year experience in the domain.
- Engineer geologist (part-time) with 2-year experience in the domain.
- Interior designer (part-time) with 5-year experience in the domain.
- Landscape designer (part-time) with 2-year experience in the domain.
- BoQ specialist (part-time) with 5-year experience in the domain.

5.0. EVALUATION PROCESS AND METHOD

5.1. Following closure of the RFP, Technical Proposals will be evaluated by the evaluation team. The evaluation will be restricted to the contents of the Technical Proposals and the reference checks.

5.2. UNICEF will first evaluate the completeness and responsiveness of Proposals in relation to:

- The sealed double envelope system is followed (Technical Proposal and Price Proposal are submitted in separate sealed envelopes each)
- Submission of all document requested in Section 4.4 and all information requested in Section 4.5.
- The Technical Proposal letter is duly signed (Form 2)

5.3. Proposals that fail to comply with the above will be disqualified and will not be given further consideration.

5.4. UNICEF will then evaluate the technical merits of each Technical Proposal using the rating system in **Table 2** below.

5.5. A maximum of **70 points** will be assigned to the Technical Proposals. Technical Proposals receiving **49 points (70%)** or higher will be considered technically responsive. Non-technically compliant and non-responsive Proposals will not be given further consideration.

Table 2: Technical Evaluation Criteria

CRITERIA	MAXIMUM POINTS
TECHNICAL EVALUATION	70
1. Firm's Profile <ul style="list-style-type: none"> - Number of years as an engineering firm providing similar services; - Proven experience in the country and nearby countries, if any; - Size and structure of the firm; - Type and range of similar services previously provided (e.g. assessment of an existing building, seismic analysis and vulnerability checking, topographical survey and sub soil investigation, building architectural design, site supervision and quality assurance for construction project). 	10
2. Firm's Experience <ul style="list-style-type: none"> - List of services of similar nature completed in past three (3) years inside and outside the country with references; - List of on-going services of similar nature with reference; - Type of clients to whom the services were provided (Government, private sector, others); - Work experience with the United Nations' Organizations or other international entities; 	25
3. Resources (key personnel and equipment) <ul style="list-style-type: none"> - List of key personnel proposed for the management team of design phase including CVs, years of experience in similar services (proof required), education degree certificate and valid certification, ToR for the position; - List of key personnel proposed for the management team of site supervision phase including CVs, years of experience in similar services (proof required), education degree certificate, ToR for the position; - List of essential support staff; - List of office equipment, engineering instruments and design software owned by the firm. 	25
4. Financial Capacity <ul style="list-style-type: none"> - Working capital; - Provision of Audited Financial Reports for the last three (3) years; - Summary of project values for the last three (3) years. 	10

5.6. UNICEF will evaluate the Price Proposals that pass the technical evaluation. The total number of points allocated for the Price Proposal is **30 points**. An independent evaluation of Price Proposals will be conducted for each lot based on a comparison of costs submitted by Bidders. The maximum number of points will be allocated to the Proposal with the lowest price. All other Price Proposals shall receive points in inverse proportion to the lowest price.

5.7. The recommendation for the award of LTA(s) will be based on the Best Value for Money principle. The Proposal(s) obtaining the highest cumulative score(s) (Technical + Commercial) will be recommended for the award.

5.8. UNICEF reserves the right to make multiple arrangements for any service(s) where UNICEF considers it to be in its best interest to do so.

5.9. UNICEF reserves the right to make arrangements for one lot or both with the engineering firm where UNICEF considers it to be in its best interest to do so.

6.0. INDICATIVE PERIOD

6.1. The LTA will be signed for a period of 3 years and may be extended for another term of two years.

6.2. Each assignment under the LTA must be completed within the specific deadline of each contract.

ANNEX C: TECHNICAL PROPOSAL FORMS

The following Forms and information there within are considered an integral part of this submission and must be provided for the Proposal to be considered. The information should be provided according to the sample format.

Form 1: Technical Proposal Submission

This PROPOSAL FORM must be completed, signed and returned to UNICEF. Proposal must be made in accordance with the instructions contained in this Request for Proposal.

INFORMATION

Any request for information concerning this invitation, must be forwarded in writing by email or by fax, to the person who prepared this document, with specific reference to the RFP number.

DECLARATION

The undersigned, having read the Terms of Reference, the UNICEF Contract for Engineering Services, and **RFP# LRPS-2023-9187412** set out in the attached document, hereby offers to supply the services specified in Terms of Reference at the price or prices quoted in the Schedule of Prices, in accordance with the specifications stated and subject to the Terms and Conditions set out or specified in the **RFP#LRPS-2023-9187412**

Name of authorized representative: _____

Title: _____

Signature: _____

Date: _____

Supplier Name: _____

Postal Address: _____

Telephone No.: _____

Fax No.: _____

Email Address: _____

Validity of Offer (not less than 90 days): _____

Currency of Offer: _____

Form 2: Technical Proposal Letter

Date: _____

To: UNICEF Moldova, 131, 31 August 1989, MD-2012, Chisinau, Moldova

Dear Madam/Sir,

We, the undersigned, offer to provide engineering services in Moldova under Long Term Arrangement (LTA) in accordance with your Request for Proposal **RFP#LRPS-2023-9187412** dated 07 December 2023 and our Proposal dated [-----]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Price Proposal sealed under separate envelopes.

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from LTA negotiations.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Construction Company
Address:

Form 3: Potential Bidder's General Information

Potential Bidder General Information		
Description	Information (to be filled by the Potential Bidder)	Remarks
Registration number		
Grade		
Specialty		
Expiry Date		
Legal Status		Provide certified copies of Registration
VAT Registration Nr.		
UNGM Registration Nr.		

Form 4: Potential Bidder's Contact Details

Name and Title of Contact Person	_____
Address of Contact Person	_____
Telephone/Cell number of Contact Person	_____
Email of Contact Person	_____

Form 5: List of Completed Similar Services Undertaken the Last 3 Years

Please provide copies of signed Contracts and Certificates of final completion for each completed service.

Completed Services				
Employer name & contact details	Description of Services	Start date	End date	Value

Form 6: List of Similar Services in Hand

Please provide copies of signed Contracts for each service in hand.

Completed Services				
Employer name & contact details	Description of Services	Start date	Expected end date	Value

Form 7: List of Proposed Key Personnel

Qualifications and experience of key management and technical personnel proposed for the required services. Signed CVs (Max. two (2) pages) and education degree certificate of all proposed key staff must accompany the submission, and it should be noted that substitution of staff during Project implementation shall be subject to the approval of UNICEF. (Key Personnel of all sub-Contractors must also be listed along with the name of the sub-Contracting Companies). A detailed organization chart of the company, including the location and staffing of existing offices must also be attached to the offer.

Management Key Staff		
A. Key Professionals for Design Stage		
Name	Position	Task
B. Key Professionals for Site Supervision Stage		
Name	Position	Task
C. Support Staff		
Name	Position	Task

Form 8: CV of the Proposed Team

CV for each category of the services bidding for.

Position Title and No.	[e.g., TEAM LEADER]
Name of Expert:	[Insert full name]
Date of Birth:	[day/month/year]
Country of Citizenship/Residence	

Education: List in reverse order starting with highest degree obtained up to Graduate Degree, the university/ institution or other specialized education, giving the following details:

S. No.	Degree/Diploma/Certificate obtained	Name of University/ Institution	Duration (mm-yyyy)	
			From	To

Employment record relevant to the services: Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the service, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the service does not need to be included.

Period	Employing organization and your title/position.	Contact information for references	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, staff/advisor/consultant to...]	Tel...../e-mail.....; Mr. xxxxx, [deputy director]	

Membership in Professional Associations:

- 1.
- 2.

List of papers published in your name in peer reviewed/national/international journals:

- 1.
- 2.

Proficiency in Language Skills (indicate only languages in which you can work i.e. read, write, speak):

Languages	Read		Write		Speak		Understand	
	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily	Easily	Not Easily
English								
Romanian								
Others (specify)								

Expert's contact information: (e-mail, phone.....)

Form 9: List of Office Equipment, Engineering Instruments and Design Software

Office Equipment, Engineering Instruments and Design Software			
A. Office Equipment			
Description	Quantity	Brand, Model, Specifications	
B. Engineering Instruments			
Description	Quantity	Brand, Model, Specifications	Owned/Rented
C. Design Software			
Name	Version	Utilization	

Form 10: Potential Bidder's Financial Information/ Adequacy of Working Capital

IMPORTANT: Please provide attached copies of Audited Financial Reports for the last three (3) years.

Adequacy of Working Capital		
Source of credit line	Amount	Remarks
		<i>Provide documentary evidence</i>
Total:		

Form 11: Summary of Service Values Undertaken the Last 3 Years

Service Values for the Last 3 Years			
Employer name & contact details	Description of Services	Duration	Value
		Total:	

Form 12: List of Current Litigations

Please provide information on any current litigation in which the Firm(s) is involved.

Other Party(ies)	Cause of Dispute	Amount Involved

ANNEX D: PRICE PROPOSAL FORMS

Form 13: Price Proposal Letter

Date: _____

To: UNICEF Moldova, 131, 31 August 1989, MD-2012, Chisinau, Moldova

Dear Madam/Sir,

We, the undersigned, offer to provide engineering services in Moldova under Long Term Arrangement (LTA), as specified in the Annex B, following your Request for Proposal **RFP# LRPS-2023-9187412** dated 7 December 2023, and our Technical Proposal in the Annex C for **[to be included the LOTS]**.

Our Price Proposal is outlined as per Form 14. This amount is inclusive of all employee-related taxes payable by the company under the applicable law.

Our Price Proposal shall be binding on us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity of the Proposal.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Construction Company

Address:

Form 14: Price Proposal Submission

Services	Unit	Unit Cost MDL*
Lot 1 MAIN ENGINEERING SERVICES		
1. Site Assessment		
1.1. Assessment of existing buildings: Detailed report with site layout includes collected data, as-built drawings, building(s) analysis and recommendations.	Per site	
1.2. Assessment of sites for new construction: Detailed report with site layout includes collected data, site analysis and recommendations.	Per site	
1.3. Soil investigation: Detailed report on soil investigation.	Per site	
1.4. Travel costs: to and from individual sites	Per site	
2. Design and Technical Documents		
2.1. Conceptual design: Feasibility report includes design criteria, options' analysis and concept design drawings.	Per project	
2.2. Architectural design: Full set of architectural drawings include master plan, layout, plans, sections, elevations, 3D images, details and finishes with technical specifications. <i>In case of prototype design, UNICEF will pay for the design of the building no matter how many times this building is going to be repeated.</i>	Square meter	
2.3. Structural design: Full set of structural drawings include foundation details, structural design and details with technical specifications and structural analysis. <i>In case of prototype design, UNICEF will pay for the design of the building once no matter how many times this building is going to be repeated.</i>	Square meter	
2.4. Building service design: Full set of building service drawings include plumbing, sanitary, electrical with technical specifications and calculation analysis. <i>In case of prototype design, UNICEF will pay for the design of the building once no matter how many times this building is going to be repeated.</i>	Square meter	
2.5. Bid Technical Documents:		
2.5.1. Bill of Quantities for repairs and rehabilitation.	Per project	
2.5.2. Bill of Quantities for simple new construction of single or two storey(s) including civil works and building services ¹⁸ .	Per project	
2.5.3. Bill of Quantities for new construction of four-storey building including civil works and building services.	Per project	
2.5.4. Bill of Quantities Cost Estimation by an Engineer	Per project	
2.6. Permitting: Original copy of permit(s) officially authorized by Authority.	Per site	
3. Technical Support to Procurement		
3.1. Pre-qualification of contractors: Report includes a shortlist of pre-qualified contractors	Per contractor	
3.2. Bidders' conference: Report includes answers to all technical queries and questions of Potential Bidders during the bidding process.	Per bidding	
3.3. Technical evaluation: Evaluation report includes scores and remarks on each technical sub-criterion.	Per bidding	
4. Quality Assurance and Site Supervision		
4.1. Site visit report for sites within 100 km from Chisinau (all costs included)	Per visit	
4.2. Site visit report for sites more than 100 km from Chisinau (all costs included)	Per visit	
4.3. Monthly report for sites within 100 km from Chisinau (all costs included except travel costs)	Per month	
4.4. Monthly report for sites more than 100 km from Chisinau (all costs included except travel costs)	Per month	

¹⁸ Building service includes electrical, plumbing and sanitary works

Services	Unit	Unit Cost MDL
Lot 2 SUPPLEMENTARY TECHNICAL SUPPORT		
1. Advanced Topographical Surveys: Land Surveyor, degree qualified (surveying) with min 8-year relevant experience.	Per day	
2. Advanced Geotechnical Surveys: Geotechnical Engineer, degree qualified (geotechnical engineering) with min 8-year relevant experience.	Per day	
3. Advanced Architectural Services: Architect, degree qualified (architecture) with min 8-year relevant experience.	Per day	
4. Advanced Building Service Design: Specialized Engineer, degree qualified with min 8-year relevant experience.	Per day	
5. Blast Design and Seismic Analysis: Specialized Engineer, degree qualified with min 8-year relevant experience.	Per day	
6. Social and Environmental Screening: Environmental Scientist, degree qualified (Environmental Science) with min 8-year relevant experience.	Per day	
7. Project Management: Project Manager, degree qualified (Engineering Science or Architecture) with min 10-year experience of managing design and planning of construction projects. Chartered professional and registered with internationally recognized trade body.	Per day	
	Per month	
8. Drawing Illustrations: Junior Draughtsman with relevant technical qualifications and 3-year experience.	Per day	

* Please use separate price proposal forms if offered prices differ across regions (Northern, Central, Southern)

UNICEF will assume that the bidders will have factored in its offer all causes that may have an influence on the prices. Therefore, the costs indicated above should include all costs and benefits related to labor, including but not limited to:

- Head office overhead charges;
- Travel expenses to remote sites except for services provided under Section B, 7. Project Management;
- Time lost due to inclement weather;
- Bonuses and all other incentive payments;
- Contribution to training levy and all statutory contributions;
- Contributions for annual and public holidays;
- Fares and time allowances for traveling;
- Safety and welfare facilities;
- Workmen's compensation and third-party liability insurance's, sick pay or insurance in respect thereof;
- Obligations for redundancy payments;
- Engineering tool and instrument allowance;
- Use, repair and up keeping of engineering tools and instruments;
- Protective clothing and safety personnel protection;

Please confirm the region where your company can undertake engineering services assignments in:

Northern Region

1. Balti Municipality and Rayon
2. Briceni Rayon
3. Donduşeni Rayon
4. Drochia Rayon
5. Edineţ Rayon
6. Făleşti Rayon
7. Floreşti Rayon
8. Glodeni Rayon
9. Ocniţa Rayon
10. Rîşcani Rayon
11. Sîngerei Rayon
12. Soroca Rayon

Central Region

13. Chisinau Municipality
14. Anenii Noi Rayon

15. Călărași Rayon
16. Criuleni Rayon
17. Dubăsari Rayon
18. Hîncești Rayon
19. Ialoveni Rayon
20. Nisporeni Rayon
21. Orhei Rayon
22. Rezina Rayon
23. Șoldănești Rayon
24. Strășeni Rayon
25. Telenești Rayon
26. Ungheni Rayon
27. Tighina municipality

Southern Region

28. Basarabeasca Rayon
29. Cahul Municipality and Rayon
30. Cantemir Rayon
31. Căușeni Rayon
32. Cimișlia Rayon
33. Leova Rayon
34. Ștefan Vodă Rayon
35. Taraclia Rayon