

LRPS-2024-9191162

02 Jul 2024

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

**Procurement of Engineering Services for Rehabilitation of WASH facilities in 17 schools in
Moldova (Calarasi, Criuleni, Orhei, Hincesti, Ialoveni, Dubasari, Singerei)**

Submission deadline: 23 JUL 2024, 23:59 Hrs, EEST

Offers are accepted at: chisinautenders@unicef.org

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Liliana Prosii

Date: 02 JUL 2024

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

Email : lprosii@unicef.org

Approved By: Elena Griu

Date: 02JUL 2024

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-2024-9191162** 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;	☐	☐
	b. corruption;	☐	☐
	c. conduct related to a criminal organization;	☐	☐
	d. money laundering or terrorist financing;	☐	☐
	e. terrorist offences or offences linked to terrorist activities;	☐	☐
	f. sexual exploitation and abuse;	☐	☐
	g. child labour, forced labour, human trafficking; or	☐	☐
	h. irregularity (non-compliance with any legal or regulatory requirement applicable to the Company or its Management).	☐	☐

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 .	☐	☐
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.	☐	☐
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.	☐	☐
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>).	☐	☐
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>).	☐	☐

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

- 2.1 The purpose of this Request for Proposals for Engineering Services (“RFPS”) is to invite proposals for Procurement of Engineering Services for Rehabilitation of WASH [as fully detailed in the Terms of Reference attached at Annex B]
- 2.2 This RFPS document is comprised of the following:
- This document
 - [The UNICEF Standard Contract for Engineering Services](#) which is attached as Annex A to this document
 - [The full Terms of Reference attached at Annex B
 - Information to be submitted in the Technical proposal ANNEX C; ANNEX D: Price proposal forms ; ANNEX E: Technical Specifications]
- 2.3

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 a contract is signed by UNICEF and the successful Proposer.

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 Liliana Prosii at lprosii@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 Liliana Prosii at lprosii@unicef.org. The deadline for receipt of any questions is **18 JUL 2024 and 17:00 Hrs EEST.**

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.

- 1.5 Bid conference. Not Applicable.
- 1.6 Submission Deadline. The deadline for submission of proposals is as follows: **23 Jul 2024, 23:59, EEST**
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 Romanian. Supporting documents and printed literature furnished by the Proposer may be in another language provided that they are accompanied by an appropriate translation in Romanian. 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 contract, the designated lead entity will enter into the contract 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 contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract 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. All payments for the accepted services 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 Instruction to Proposers section);
- Review the RFPS to ensure that they have a complete copy of all documents;
- Review the UNICEF Standard Contract for Engineering Services for the supply of 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 Services Form must be submitted together with the Proposal. The Request for Proposal for 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 bid 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 contract(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 contract(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. UNICEF STANDARD CONTRACT FOR ENGINEERING SERVICES

- 2.1 UNICEF's Standard Contract for Engineering Services will apply to any contract(s) awarded in connection with this RFPS. By signing the RFPS Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF Standard Contract for Engineering Services. The Proposer understands that if it proposes any amendments or additional terms to the UNICEF 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 contract;
 - (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 a contract 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 services. The

Proposer is invited to offer any unconditional discounts. 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.

- 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 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 the contract 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 USD or 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 contract 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 contract to be executed by these specific personnel. As the expected date of mobilization is given in the RFPS, UNICEF will only consider substitutions after the deadline for the submission of offers in cases of unexpected delays in the commencement date beyond the control of the Proposer, or exceptionally 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 contract 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 experts 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 individual experts 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). If at any time during the term of any contract 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 fee and related pricing terms under the contract 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 contract, 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 contract. 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.
- 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 contract.
- 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 contract 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 contract 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 contract 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 contract. 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 any resulting contract, UNICEF will be entitled to suspend the contract for a period of time up to thirty (30) days or terminate the contract, 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 contract it will be entitled to terminate the contract 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 contract; 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 contract 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 a contract awarded in relation to this RFPS, including but not limited to the award of the 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.

**LRPS-2024-9191162, Annex A, Contract for Engineering Services
sample**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

wishes to enter into a contract for engineering services
with

NAME OF VENDOR

for the provision of the following engineering services

DESCRIPTION OF THE SERVICES

as stipulated in the attached agreement

This **FORM OF AGREEMENT** is dated _____ [INSERT DATE]

PARTIES:

1. UNICEF, THE UNITED NATIONS CHILDREN'S FUND, an international inter-governmental organization established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York, 10017, U.S.A. ("UNICEF"); and
2. _____ [COMPANY] incorporated and registered in _____ [COUNTRY] with company number _____ [REGISTERED NUMBER] whose registered office is at _____ [REGISTERED ADDRESS] (the "Consultant"),

("the Parties").

BACKGROUND:

- A. UNICEF, in accordance with its Charter and Mission Statement, works with governments, civil society organizations and other partners in more than one hundred and sixty countries to advance children's rights to survival, protection, development and participation, and in doing so is guided by the Convention on the Rights of the Child.
- B. [The Government of _____ [E.G. INDONESIA], through the Departments of _____ [E.G. NATIONAL EDUCATION], has agreed to a programme to provide for _____ [E.G. PRIMARY SCHOOLS IN THE PROVINCE OF ACEH (NAD)] ("the Project").]
OR
[UNICEF _____ [NAME OF COUNTRY OFFICE – E.G. INDONESIA COUNTRY OFFICE] has been granted approval to _____ [E.G. CONSTRUCT A NEW OFFICE PREMISES/ GUESTHOUSE/ WAREHOUSE] in _____ [NAME OF DUTY STATION – E.G. THE PROVINCE OF ACEH (NAD)] ("the Project").]
- C. In Request for Proposals No. _____ ([NUMBER]) dated _____ [DATE], as amended by _____ [LIST AMENDMENTS AND DATES] (together the "Request for Proposals"), a copy of which is attached to this Contract, UNICEF invited bids for provision of the design of the Project and the direct site supervision of the Project as more particularly detailed in this Contract ("Services").
- D. By a bid dated _____ [DATE], as amended by [LIST OF AMENDMENTS AND DATE], a copy of which is attached to this Contract, the Consultant responded to the Request for Proposals and represented that it is qualified, capable and willing to carry out the Services as described.
- E. UNICEF wishes to engage the Consultant to undertake the Services on the terms and conditions set forth in this Contract and the Consultant represents that it is qualified, ready, able and willing to carry out the Services on the same terms and conditions.

AGREED TERMS:

1 DEFINED TERMS

Save where the context otherwise requires, the terms with capitalised initials in this Form of Agreement shall have the same meaning as the defined terms with capitalised initials in the General Terms and Conditions (Engineering Services) at Annex 3.

2 AGREEMENT

This contract is comprised of the following documents:

- (i) This Form of Agreement;
- (ii) Particular Conditions at Annex 1;
- (iii) Special Conditions at Annex 2;

- (iv) General Terms and Conditions (Engineering Services) at Annex 3;
- (v) Appendix 1 – Services and Deliverables;
- (vi) The following Appendices:
 - (1) Appendix 2 – Advance Payment Guarantee;
 - (2) Appendix 3 - Schedule of Payments;
 - (3) Appendix 4 – Request for Proposals;
 - (4) Appendix 5 – Bid; and
- (vii) Any other contract documents,

(“the Contract”).

3 **PRIORITY**

In the event of any ambiguity, conflict or inconsistency arising within or between the documents forming part of the Contract, the order of priority shall be the order in which the documents are listed in clause 2.

4 **ENTIRE AGREEMENT**

The Contract constitutes the entire agreement between UNICEF and the Consultant in connection with the Services and the Deliverables.

5 **PAYMENT**

It is agreed and acknowledged that valid execution of this Form of Agreement by UNICEF and the Consultant is a condition precedent to any sums becoming due and payable to the Consultant under and in connection with this Contract and UNICEF shall have no obligation to pay the Consultant any sums under or in connection with this Contract until this Form of Agreement has been validly executed by the Consultant and UNICEF.

SIGNED

for and on behalf of

UNICEF

Signature:

Print:

Date:

SIGNED

for and on behalf of

UNICEF

Signature:

Print:

Date:

SIGNED

for and on behalf of

[CONSULTANT]

Signature:

Print:

Date:

ANNEX 1 - PARTICULAR CONDITIONS

Item	Clause	Entry
Beneficiary	1.1.2	[State “local beneficiary” Works are to be handed to] _____
Completion Date	1.1.3	[State Calendar Date)] _____
Key Personnel	1.1.17	[Name and Position of Key Personnel] _____
Milestones	1.1.18	[State condition required to be met and date] _____
Price	1.1.22	[Total fee payable in Schedule of Payments] _____
Site	1.1.27	[Site Address] _____
Form of Electronic Communication	1.3(a)	[Email] OR [Does not apply] _____
Address for Communications: UNICEF	1.3(b)	[Address] _____ _____
Address for Communications: Consultant	1.3(b)	[Address] _____ _____
Language for communications	1.4	[Language] _____
Inspection Period	2.3	[State period to inspect following provision of a report or deliverable] _____
Consultant’s Representative	3.4	[Name and position] _____
Contract for Works	4.1	Clauses 4.2-4.6 [Apply] OR [Do not apply] _____
Frequency of periodic joint inspection	4.2	[Frequency e.g. monthly] OR [Does not apply] _____ _____
Operation, Maintenance and Testing	4.7	[Applies] OR [Does not apply] _____
Liquidated Damages: Amount	5.5	[X] % of the Price per day of delay

Liquidated Damages: Limit	5.5	[X] % of the Price
Advance Payment: Amount	8.3	[[10]% of Price] OR [Does not apply]
Advance Payment: Repayment	8.3	[Repayment arrangements, e.g. a percentage of invoices or lump sum payments] OR [Does not apply]
Currency	8.7	[Local Currency]
Insurance for damage to property and death and personal injury	9.1(a)(i)	[required limit of indemnity]
Professional Indemnity Insurance	9.1(a)(iii)	[required limit of indemnity]

ANNEX 2- SPECIAL CONDITIONS

[Set out any Project specific amendments to General Conditions (Engineering Services)]

ANNEX 3- GENERAL TERMS AND CONDITIONS (ENGINEERING SERVICES)

1. GENERAL PROVISIONS

1.1 Defined Terms

In these General Terms and Conditions (Engineering Services) (“General Conditions”), save where the context otherwise requires, the following terms have the following meaning:

- 1.1.1 “Affiliates” means any of the Consultant’s corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which the Consultant owns a substantial interest.
- 1.1.2 “Beneficiary” means as stated in the Particular Conditions.
- 1.1.3 “Completion Date” means the date specified in the Particular Conditions, as may be extended in accordance with this Contract.
- 1.1.4 “Confidential Information” means the Contract Materials, all information and documents in relation to this Contract, the Works, the Contract for Works and/or the Project received by the Consultant under or in connection with this Contract and/or the UNICEF Data.
- 1.1.5 “Contract” means as defined in the Form of Agreement.
- 1.1.6 “Contract for Works” means the contract between UNICEF and the Contractor for the provision of the Works.
- 1.1.7 “Contract Materials” means all maps, drawings, models, photographs, plans, reports, recommendations, estimates, documents, information and/or other data prepared and/or provided by or contributed to by the Consultant under or in connection with this Contract, including without limitation the Deliverables and whether prepared before or after the date of this Contract.
- 1.1.8 “Contractor” means the contractor appointed to provide the Works.
- 1.1.9 “Consultant” means as defined in the Form of Agreement.
- 1.1.10 “Deliverables” means the work product and other output of the Services required to be delivered by the Consultant as part of the Services, as specified in Appendix 1.
- 1.1.11 “Disabling Code” means any virus, back door, timer or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disrupting, disabling, harming, circumventing security controls or otherwise impeding in any manner the normal operation or performance of (i) any software or service or (ii) any UNICEF information system or network.
- 1.1.12 “End User” means, in the event that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.
- 1.1.13 “Final Completion” means that all defects and incomplete work for which the Contractor is responsible under the Contract for Works that have become apparent prior to the expiry of the latest defects liability period have been remedied and completed by the Contractor and UNICEF considers the Works to be satisfactory and in accordance to the Contract for Works.
- 1.1.14 “Force Majeure” means any unforeseeable and unavoidable event arising as a result of causes beyond the control of the Parties, including acts of nature, pandemics, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force, and excluding without limitation (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labour availability; (d) any event resulting from harsh conditions or logistical challenges for the Consultant (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from; and/or (e) any event resulting from UNICEF’s humanitarian and/or emergency operations or similar operations.
- 1.1.15 “Form of Agreement” means the form of agreement to which these General Conditions are attached.

- 1.1.16 “Host Government” means any government with which UNICEF has a programme of development cooperation, and includes any government of a country in which UNICEF provides humanitarian assistance.
- 1.1.17 “Key Personnel” means as stated in the Particular Conditions and (i) 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; (ii) Personnel whose resumes were submitted with the proposal; and/or (iii) individuals who are designated as key personnel by agreement of the Consultant and UNICEF during negotiations.
- 1.1.18 “Milestones” means the dates and the conditions to be met by each date stated in the Particular Conditions as may be extended in accordance with this Contract.
- 1.1.19 “Parties” means as defined in the Form of Agreement.
- 1.1.20 “Personnel” means the Consultant’s officials, directors, employees, agents, sub-consultants, sub-contractors and/or other representatives.
- 1.1.21 “Policies” means the policies available on the UNICEF Supply Website from time to time, including without limitation the following:
- (i) UNICEF’s Policy Prohibiting and Combatting Fraud and Corruption;
 - (ii) UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children;
 - (iii) UNICEF’s Children’s Rights and Business Principles Policy;
 - (iv) the UN Supplier Code of Conduct; and
 - (v) UNICEF’s Information Disclosure Policy.
- 1.1.22 “Price” means as stated in the Particular Conditions and any additional sums payable to the Consultant in accordance with clause 6.1.
- 1.1.23 “Project” means as defined in the Form of Agreement.
- 1.1.24 “Schedule of Payments” means Appendix 3 to the Form of Agreement.
- 1.1.25 “Security Incident” means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) could very likely compromise the security of UNICEF’s Confidential Information or weaken or impair UNICEF’s operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF, the Beneficiary and/or End Users to access the UNICEF Data.
- 1.1.26 “Services” means the services set out in Appendix 1 and any services reasonably incidental to those services.
- 1.1.27 “Site” means the site(s) at which the Works are to be carried out including without limitation the site identified in the Particular Conditions and such other site notified by UNICEF to the Consultant from time to time.
- 1.1.28 “Substantial Completion” means that the Works have been completed in accordance with the Contract for Works, are free from defects for which the Contractor is responsible, and can be effectively used for the purpose for which they are intended, and that UNICEF considers that the Works are satisfactory and are in accordance with the Contract for Works.
- 1.1.29 “Technical Inspection” means an inspection of the Works to identify any outstanding defects and incomplete works, carried out in the presence of UNICEF (at UNICEF’s discretion), the Contractor and (if UNICEF notifies the Consultant that their attendance is required) representatives of the Beneficiary and/or the Host Government.
- 1.1.30 “UNICEF Data” means any and all information or data processed and/or held in digital form that (a) is provided to the Consultant by, or on behalf of UNICEF and/or End Users under the Contract or through UNICEF’s, the Beneficiary’s and/or End Users’ use of the Services or in connection with the Services, or (b) is collected by the Consultant in the performance of the Contract.
- 1.1.31 “UNICEF Supply Website” means UNICEF’s public access webpage for suppliers available at https://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time and any other webpage notified by UNICEF to the Consultant from time to time.
- 1.1.32 “Unusual Commercial Expenses” means commissions not mentioned in the Contract and/or not stemming from a properly concluded contract referring to the Contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven and/or commissions paid

to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company.

1.1.33 “Works” means the works forming part of the Project as may be defined in the Contract for Works.

1.2 Period of days

In this Contract “day” means a calendar day, provided that where under this Contract an act is required to be done within a specified period of days, any public holiday in the country in which the Project is located shall be excluded when calculating the specified period.

1.3 Notices and Other Communications

Any notice, approval, certificate, consent, determination or other communication under this Contract shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier or transmitted using any agreed form of electronic communication stated in the Particular Conditions; and
- (b) delivered, sent or transmitted to the address for the recipient’s communications stated in the Particular Conditions or such other address as notified by the recipient in writing.

The Consultant shall reply to any communication under or in connection with this Contract and/or the Contract for Works within five (5) days of receipt of the communication save to the extent otherwise specified in the Contract for Works and provided that the Consultant shall reply within one (1) day in the event of any emergency and/or health and safety issue. Any instructions issued to the Contractor by the Consultant shall be in writing and copied to UNICEF.

1.4 Language

The ruling language of this Contract is English. If this Contract is translated into another language, and there is any ambiguity, inconsistency or conflict in or between the version of this Contract in the English language and any version in a different language, the version of this Contract in the English language shall take precedence. All communications under and in connection with this Contract shall be in the language stated in the Particular Conditions.

1.5 Interpretation

In this Contract save where the context otherwise requires:

- (a) words indicating the singular also include the plural and words indicating the plural include the singular; and
 - (b) clauses are included for convenience only and shall not affect the interpretation of this Contract.
-

1.6 Sub-Contracting

The Consultant shall not subcontract the whole or any part of the Services without UNICEF’s prior written consent. The Consultant shall be fully responsible and liable for i) all Services performed by and ii) any act, omission, default or breach of this Contract of, its sub-contractors and/or any other Personnel. The Consultant shall ensure that the terms of any sub-contract are consistent with this Contract and require the sub-contractor to comply with the Consultant’s obligations under or in connection with this Contract.

1.7 Waiver

No waiver of any right or remedy under this Contract or by law shall be effective unless it is given expressly in writing. No i) failure or delay by UNICEF to object and/or exercise any right and/or remedy under or in connection with this Contract, ii) single or partial exercise of any right or remedy, and/or iii) act or omission of UNICEF in connection with this Contract, shall constitute a waiver of any of UNICEF's rights and/or remedies under or in connection with this Contract and/or prevent or restrict any further exercise of any right or remedy.

1.8 Collaboration and Good Faith

The Parties shall act in the spirit of good faith in performing their obligations under and in connection with this Contract, in co-operation and co-ordination with each other, the Contractor, the Beneficiary, the Host Government in the country where the Project is located and any other third parties involved in the Project.

2. UNICEF

2.1 Assistance

UNICEF shall supply the Consultant when requested with any information and/or documentation at its disposal which may be relevant to the performance of the Services. Except as expressly set out in this Contract, UNICEF shall have no obligation to provide any assistance to the Consultant 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 fulfilment by the Consultant of its obligations under the Contract.

2.2 Access to the Site

To the extent UNICEF is able to do so, UNICEF shall give the Consultant reasonable access and to, and use of the Site to the extent necessary to enable the Consultant to perform the Services. If UNICEF provides access to and use of the Site to the Consultant for the purposes of the Contract, the Consultant shall ensure that the Personnel shall, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use. The Consultant shall ensure that only those of the Personnel that have been authorized by the Consultant, and approved by UNICEF, have access to the Site. UNICEF reserves the right to instruct any change to the location of the Site and/or of the location in which the Consultant shall provide the Services.

2.3 Inspection and Acceptance

UNICEF shall have the period of time stated in the Particular Conditions (or if no such period is stated, a reasonable time) after completion of the Services and/or provision of any report or Deliverable, to inspect the Services, report and/or Deliverable and to accept or reject any Services, report and/or Deliverable which does not comply with the Contract to UNICEF's satisfaction. No inspection, approval, acceptance and/or rejection shall i) relieve or limit the Consultant's obligations or liabilities under or in connection with this Contract and/or ii) prejudice UNICEF's rights and obligations under or in connection with this Contract. No sums paid under or in connection with this Contract shall constitute acceptance of the Services, any report or Deliverable. UNICEF shall be entitled, at its discretion, to withhold, retain and/or deduct any sums claimed by the Consultant in respect of any Services, reports and/or Deliverables which have been rejected and/or require payment of any sums paid by UNICEF in respect of any rejected Services, reports and/or Deliverables as a debt.

3. CONSULTANT'S OBLIGATIONS

3.1 Scope of Services

The Consultant shall provide the Services and deliver the Deliverables in accordance with the Contract and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Consultant shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables in accordance with the Contract.

3.2 Standard of Care

The Consultant shall exercise all the reasonable skill and care to be expected from a consultant with experience of provide services of a similar nature and complexity to the Services and in conformity with sound professional, administrative and financial practices. The Consultant shall provide the Services with involvement of the local community and in a cost-effective manner.

3.3 Laws and Standards

The Consultant shall provide the Services in accordance with and shall ensure that the design of the Project complies with all professional standards, codes and specifications applicable to the Services and/or the Project which an experienced consultant would be expected to comply with, including without limitation any standards, codes and specifications referred to in Appendix 1, Appendix 4 and/or Appendix 5. The Consultant shall comply with (and shall not cause the Beneficiary and/or UNICEF to breach) all applicable laws, ordinances, rules, and regulations.

3.4 Consultant's Personnel

At any time during the term of the Contract, UNICEF can make a written request that the Consultant replace one or more of the Personnel. UNICEF shall not be required to give an explanation or justification for this request. Within seven (7) days of receiving UNICEF's request for replacement the Consultant must replace the Personnel in question with Personnel UNICEF has accepted in writing. The qualifications of any replacement Personnel shall be substantially the same as, or better than those of the Personnel they are replacing.

The Consultant shall not replace the Key Personnel or remove the Key Personnel from the performance of the Services without UNICEF's prior written consent. If one or more of the Key Personnel become unavailable, for any reason, for the delivery of the Services, the Consultant shall notify UNICEF at least fourteen (14) days in advance. In notifying UNICEF, the Consultant shall provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Key Personnel in sufficient detail to permit evaluation of the impact on the engagement.

The Consultant has appointed a representative ("the Consultant's Representative") who has the Consultant's full authority in respect of all matters connected with this Contract. The Consultant's Representative is named in the Particular Conditions. The Consultant's Representative shall not be changed without the prior written approval of UNICEF. The Consultant's Representative shall have the responsibility to co-ordinate the effort of the Parties and has the Consultant's full authority in respect of all matters connected with this Contract.

Without prejudice to the Consultant's obligations under this Contract, UNICEF shall be entitled to withhold all sums due under or in connection with this Contract and/or instruct the Contractor to suspend performance of all or any part of the Works in accordance with clause 7.1 if the Key Personnel and/or the Consultant's Representative

cease to be involved in the provision of the Services and suitable replacements have not been proposed by the Consultant and approved by UNICEF.

The Personnel, including individual sub-contractors, shall not be considered in any respect as being the employees or agents of UNICEF. All expenses of the withdrawal or replacement of the Consultant's Personnel shall, in all cases, be borne exclusively by the Consultant.

3.5 Employment Law and Health and Safety

The Consultant shall comply with all applicable international standards and labour laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

The Consultant shall be fully responsible and liable for, and shall indemnify and hold UNICEF harmless for and against (a) all payments and any other benefits due to the Personnel for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Personnel; (c) any insurance coverage which may be necessary or desirable in respect of the Personnel for the purpose of the Contract; (d) the safety and security of the Personnel and any sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Personnel and/or any sub-contractors' personnel.

The Consultant shall ensure that the Services, the Deliverables and the design of the Project complies with all applicable health and safety requirements (including without limitation all applicable health and safety law) and accessibility requirements. The Consultant shall regularly report to UNICEF on the safety and security of the Works, the Site and/or their surroundings or access routes. The Consultant shall notify UNICEF within one (1) day in the event of any health and safety or related issues arising in connection with the Works, the Site and/or their surroundings or access routes and shall issue such instructions to the Contractor as are necessary to ensure the safety and security of the Works, Site and/or their surroundings or access routes.

3.6 Intellectual Property Rights

UNICEF shall own all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks in (i) the Contract Materials, and/or (ii) any materials, documents, products, processes, inventions, ideas and/or know-how produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. To the extent any intellectual property and/or other proprietary rights ("Proprietary Rights") would save for this clause 3.6 vest in the Consultant, the Consultant hereby assigns ownership of the Proprietary Rights to UNICEF.

The Consultant shall take all necessary steps and execute all necessary documents to transfer the Proprietary Rights to UNICEF and generally assist in transferring the Proprietary Rights to UNICEF in compliance with the requirements of the applicable law and of the Contract. The Consultant shall indemnify and hold UNICEF harmless for and against any costs, expense, losses or liability as a result of the Contract Materials infringing any rights of any third party. The Consultant waives any rights it may have to be identified as author or attributed in respect of the Contract Materials.

3.7 Records

The Consultant shall keep full accurate and systematic records and accounts in respect of the services including without limitation as is necessary to establish that the time and the actual incidental expenditure identified in the Consultant's invoice(s) has been duly incurred in the performance of the Services.

4. CONTRACT FOR WORKS

4.1 Application

If the Particular Conditions state that clauses 4.2-4.6 apply, the Consultant shall comply with clauses 4.2-4.6.

4.2 Monitoring and Inspecting

Following commencement of the Works the Consultant shall attend Site during the course of the Works, supervise, monitor, inspect and check the Works carried out by the Contractor and keep UNICEF informed of the regular progress of the Works. The Consultant shall notify UNICEF within seven (7) days if it becomes aware or should have become aware of any circumstances which may delay and/or increase the cost of the Project and/or the Works.

The Consultant and the Contractor shall perform periodic joint inspections at the Site at the frequency stated in the Particular Conditions from the issue of the Certificate of Substantial Completion (as defined in clause 4.4) until the later of the end of the defects liability period under the Contract for Works and Final Completion to inspect any outstanding defects and/or incomplete work and the Consultant shall provide a list of defects and incomplete work (including timescales during which the Contractor is required to remedy the defects) to UNICEF and the Contractor within seven (7) days of any inspection.

UNICEF may rely fully on the Consultant's advice, inspections, reports and other Services provided under or in connection with this Contract.

4.3 Construction Administration and Authority

Subject to the limitations in this clause, the Consultant shall be responsible for the administration of the Contract for Works and for performing the role of Engineer under the Contract for Works, including without limitation issuing instructions, issuing certificates and assessing and responding to the Contractor's invoices, payment applications and/or requests for an extension of time and/or additional payment. The Consultant shall consider and respond to all notices from the Contractor in relation to any potential variation, any extension of time and/or any increase in the contract price under the Contract for Works within fourteen (14) days of receipt. The Consultant shall, within ten (10) days of receipt of any invoice from the Contractor, provide UNICEF with a report advising whether the invoice should be rejected or accepted.

Notwithstanding the first paragraph of this clause 4.3, the Consultant shall not without UNICEF's prior written consent:

- (a) issue any instruction (other than in circumstances when it is necessary for the Contractor to act promptly to avoid risks to health and safety and/or damage to property), instruct or agree to any change to the scope of the Works and/or the programme for the Project, issue any assessment of any proposed variation and/or request for an extension of time and/or award the Contractor any extension of time, variation and/or adjustment to the contract price under the Contract for Works, which could or will result in an increase of the original contract price under the Contract for Works and/or delay completion of the Project;
 - (b) issue a notice to proceed;
 - (c) instruct the use of any provisional sum under the Contract for Works; and/or
 - (d) carry out any Technical Inspection and/or issue the Certificate of Substantial Completion or Final Completion.
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4.4 Substantial Completion

The Consultant shall notify UNICEF when it considers that Substantial Completion may have occurred save for minor defects and incomplete work. The Consultant shall arrange and carry out a Technical Inspection within seven (7) days of an instruction from UNICEF. Within seven (7) days of any such Technical Inspection the Consultant shall issue a report to the Contractor and UNICEF identifying all remaining defects and incomplete works and the timescales within which the Contractor is required to remedy such defects and complete such incomplete work (“Defects List for Substantial Completion”).

If the Contractor fails to remedy any defects and/or complete any incomplete work in accordance with the Defects List for Substantial Completion, the Consultant shall notify UNICEF and instruct the Contractor to immediately (and within no longer than 2 days) comply with the Defects List for Substantial Completion. The Consultant shall notify UNICEF when it considers that the Contractor has remedied and completed all defects and incomplete work which the Contractor was required to remedy and complete in the Defects List for Substantial Completion.

The Consultant shall arrange and carry out within seven (7) days of an instruction from UNICEF a further Technical Inspection to determine whether or not a certificate of Substantial Completion under the Contract for Works (the "Certificate of Substantial Completion") should be issued. UNICEF, or if instructed by UNICEF in writing, the Consultant, shall issue the Certificate of Substantial Completion when UNICEF considers that Substantial Completion has occurred.

4.5 Handover

Following Substantial Completion or at such other time as requested by UNICEF and/or the Beneficiary, the Consultant shall assist and facilitate the handing over of the Works to the Beneficiary and shall provide (or shall ensure that the Contractor provides) any other documents as are required to enable the Beneficiary to occupy and use the Works, including without limitation, any Contract Materials, design drawings, as-built drawings, shop drawings, the health and safety file and operation and maintenance manual and documents.

4.6 Final Completion

At the end of the Defects Liability Period, if instructed to do so by UNICEF, the Consultant shall arrange and carry out a Technical Inspection within seven (7) days of UNICEF’s instruction. Within seven (7) days of any such Technical Inspection the Consultant shall issue a report to the Contractor and UNICEF identifying all remaining defects and incomplete works and the timescales within which the Contractor is required to remedy such defects and complete such incomplete work (“Defects List for Final Completion”).

If the Contractor fails to remedy any defects and/or complete any incomplete work in accordance with the Final Completion Report, the Consultant shall notify UNICEF and instruct the Contractor to immediately comply with the Defects List for Final Completion. The Consultant shall notify UNICEF when it considers that the Contractor has remedied and completed all defects and incomplete work which the Contractor was required to remedy and complete in the Defects List for Final Completion.

If instructed by UNICEF the Consultant shall arrange and carry out within seven (7) days of UNICEF’s instruction a further Technical Inspection to determine whether Final Completion has occurred and the certificate of Final Completion under the Contract for Works (“Certificate of Final Completion”) should be issued. UNICEF, or if instructed in writing by UNICEF, the Consultant, shall issue the Certificate of Final Completion when UNICEF considers that Final Completion has occurred.

4.7 Operation, Maintenance and Testing

If the Particular Conditions state that this clause 4.7 applies, the Consultant shall:

- (a) conduct such tests of the Project prior to Substantial Completion and/or Final Completion as specified in the Services; and
 - (b) assist with and/or supervise the operation and maintenance and testing of the Project as specified in the Services.
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5. COMMENCEMENT AND COMPLETION

5.1 Agreement Effective

This Contract shall take effect from the date of signature of the Form of Agreement (“Effective Date”) and shall apply to any obligations performed and/or Services provided prior to the Effective Date.

5.2 Commencement and Completion of Services

The Consultant shall commence the Services on the Effective Date unless otherwise agreed by UNICEF, and shall carry out and complete the Services regularly and diligently and without delay.

5.3 Completion Date

The Consultant shall achieve the Milestones and shall complete the Services to UNICEF's satisfaction by the Completion Date. If the Consultant fails to achieve any Milestone and/or fails to complete the Services by the Completion Date, the Consultant shall (without being entitled to any additional payment or an increase in the Price) accelerate the Services so as to achieve the Milestone and/or complete the Services (as applicable) as soon as possible. This Contract shall continue to be valid and effective notwithstanding i) any extension of time to any Milestone and/or the Completion Date in accordance with this Contract and/or ii) any failure by the Consultant to achieve any Milestone and/or complete the Services by the Completion Date.

5.4 Delays

In addition to the Consultant's rights under clause 6.1 following a Variation, the Consultant shall be entitled to a reasonable extension of time to the Milestones and/or the Completion Date as determined by UNICEF in accordance with clause 6.1, but not to any additional payment or an increase in the Price, if the Consultant is unable to achieve the Milestones or complete the Service by the Completion Date as a result of:

- (a) delay in obtaining any third party approvals, consents and/or permits required for performance of the Services and/or the Works, save to the extent the Consultant is responsible for assisting with or obtaining such approval, consent or permit under this Contract;
 - (b) Force Majeure; or
 - (c) any delay in the commencement of the Works as a result of any act or omission of the Contractor, UNICEF, the Beneficiary or the Host Government of the country in which the Project is located.
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5.5 Liquidated Damages

If the Consultant fails to achieve the Milestones and/or to complete the Services to UNICEF's satisfaction by the Completion Date, UNICEF shall be entitled to deduct from any payment due to the Consultant and/or recover as a debt liquidated damages in the amount stated in the Particular Conditions. These liquidated damages shall not relieve the Consultant from any other obligations, responsibilities or liabilities under this Contract.

If the total delay damages payable in accordance with this clause 5.5 exceeds the limit on liquidated damages stated in the Particular Conditions, UNICEF may, at its discretion, on immediate notice to the Consultant:

- (a) terminate this Contract, appoint a third party to complete the Services and recover the cost of doing so as a debt; and/or
- (b) agree, without prejudice to UNICEF's rights and remedies under this Contract, that the Services will be completed by the Consultant at the Consultant's expense,

and no further sums shall be due or payable to the Consultant under this Contract.

5.6 Rate of Progress of Services

If, at any time actual progress of the Services is too slow for the Consultant to comply with this Contract, UNICEF may instruct the Consultant to accelerate the Services in order to comply with this Contract. Save as provided in clause 6.1, the Consultant shall not be entitled to any additional payment as a result of any acceleration in accordance with this clause 5.6.

5.7 Interim and Final Reports

All invoices must be accompanied by an interim or final report which indicates, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance of the Price available. Interim and final reports shall also include a report on the regular progress of the Services and the Works, including without limitation, the following matters in the monthly report:

- (a) any non-compliance of the Works or the Contractor with the Contract for Works;
- (b) any non-compliance of the Works or the Contractor with any applicable law, standards, codes and/or specifications and/or the Policies;
- (c) any defects in the Works;
- (d) any potential increase in the cost of the Works;
- (e) any potential delay to the completion date of the Works and/or the regular progress of the Works; and
- (f) any inconsistencies between the Works provided and the design of the Works,

("Relevant Matters").

Immediately prior to the completion of the Services, the Consultant shall draw up a final progress report which must include details of expenditure and the Relevant Matters as referred to in first paragraph of this clause 5.7 and, if appropriate, a critical study of any major problems which may have arisen during the performance of the Contract. This final progress report shall be forwarded to UNICEF not later than thirty (30) days after the completion of the Services.

6. VARIATIONS TO SERVICES

6.1 Variations

The Consultant shall comply with all instructions from UNICEF under or in connection with this Contract, including without limitation, any instruction from UNICEF resolving any ambiguity, conflict or inconsistency in or between the documents forming part of this Contract, provided that the Consultant shall not perform any additional or varied services which may constitute or give rise to a potential Variation unless any additional fees and/or extension of time have been agreed between the Parties. In this Contract (subject to the third paragraph of this clause), the Consultant shall be entitled to a variation if it is required to carry out any additional or varied

services as a result of any instruction from UNICEF, any change in law which was unforeseeable at the Effective Date and/or any change in the location of the Site instructed by UNICEF ("Variation").

The Consultant shall as soon as possible and within fourteen (14) days of becoming aware of the circumstances giving rise to any potential extension of time as provided in clause 5.4 and/or a Variation, notify UNICEF in writing and provide sufficient detail of additional costs or delay to enable UNICEF to make a proper assessment of the extension of time and/or Variation. The Consultant shall use all reasonable endeavours to minimise the effect of any circumstances giving rise to an extension of time and/or a Variation.

Notwithstanding any other provision of this Contract, the Consultant shall not be entitled to i) any extension of time in connection with any circumstances which are concurrent with any other cause of delay for which the Consultant is not entitled to an extension of time and/or ii) any additional payment and/or an extension of time:

- (a) unless the additional payment and extension of time are agreed in writing by UNICEF before the Consultant commences performing the additional or varied services;
- (b) if the Consultant has not complied with this clause 6.1; and/or
- (c) as a result of any default, act or omission of the Consultant.

6.2 Force Majeure

If either Party is permanently unable to perform its obligations under this Contract by reason of any Force Majeure, they shall give notice to the other Party within fourteen (14) days of becoming aware of the event or circumstances constituting Force Majeure and the Parties shall be released from further performance of their obligations under this Contract for so long as the Force Majeure continues. The Parties shall use all reasonable endeavours to minimize the effect of any Force Majeure and any Party affected by any Force Majeure shall give notice to the other Party within three (3) days of them ceasing to be affected by the Force Majeure.

7. SUSPENSION OF SERVICES AND TERMINATION OF AGREEMENT

7.1 Suspension of Services

UNICEF shall be entitled to instruct the Consultant to suspend the performance of the Services and suspend UNICEF's obligations under this Contract on fourteen (14) days' notice for any reason. No further sums shall become due or payable to the Consultant under this Contract following suspension, save for any sums which become due and payable in accordance with this Contract following any notice from UNICEF to recommence the Services. During any period of suspension under this clause 7.1 the Consultant shall comply with all obligations under and in connection with this Contract other than those which have been suspended as stated in UNICEF's notice of suspension and shall without limitation maintain any advance payment guarantee and all insurances which are required to be provided by the Consultant under this Contract.

7.2 Termination of Agreement

UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination to the Consultant, without any liability to pay any further sums to the Consultant or any other liability of any kind:

- (a) if the Consultant is in breach of its obligations under this Contract and fails to remedy the breach within fourteen (14) days of a notice from UNICEF of the breach;
- (b) if the Consultant is in breach of clause 1.6 and/or if the Consultant, the Personnel and/or Affiliates is in breach of clauses 12, 13, 14, 15, 16 and/or 18;
- (c) if the circumstances stated in clauses 5.5 (second paragraph, sub-paragraph (a)), 13 (fifth paragraph), and 14 (second and third paragraphs);

- (d) if any Force Majeure has continued for twenty eight (28) days; and/or
- (e) if the Consultant (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent, (ii) is granted a moratorium or a stay, or is declared insolvent, (iii) makes an assignment for the benefit of one or more of its creditors, (iv) has a receiver appointed on account of the insolvency of the Consultant or enters administration, (v) offers a settlement in lieu of bankruptcy or receivership, (vi) is unable to pay its debts when due, (vii) has become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Consultant to perform any of its obligations under the Contract, and/or (viii) is subject to any event equivalent or similar to those stated in this clause 7.2 (first paragraph, sub-paragraph (e)) in any jurisdiction.

UNICEF may also terminate the Contract at any time on immediate written notice to the Consultant if the Contract for Works terminates and/or if UNICEF's mandate or funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF may also terminate the Contract at any time for convenience on thirty (30) days' written notice to the Consultant.

If UNICEF gives notice terminating this Contract, the Consultant shall take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and shall not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Consultant shall take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimise losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is in the possession of the Consultant and in which UNICEF has or may be reasonably expected to acquire an interest.

Following termination:

- (a) the Consultant shall immediately deliver to UNICEF any Contract Materials, Deliverables and/or other Services which have not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-progress related specifically to the Contract;
- (b) the Consultant shall provide its reasonable cooperation to UNICEF and any third party to ensure the orderly migration of Services and transfer of any Contract-related data, materials and work-in-progress;
- (c) the Consultant shall immediately return to UNICEF all Confidential Information;
- (d) no payment shall be due from UNICEF to the Consultant except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract prior to the Consultant's receipt of the notice of termination;
- (e) save following termination by UNICEF as a result of Force Majeure, the termination of the Contract for Works, UNICEF's mandate or funding being curtailed and/or for convenience which is not a result of the Contractor's act, omission or default, the Consultant shall be liable to UNICEF for any costs, losses or expenses incurred as a result of termination; and
- (f) UNICEF shall not be liable for any costs or losses incurred by the Consultant as a result of termination, including without limitation any indirect or consequential loss or loss of profit.

Any termination rights of this Contract by UNICEF shall be without prejudice to all and any other rights and remedies of UNICEF under and in connection with this Contract.

8. PAYMENT

8.1 Payment to the Consultant

Invoices for the Price shall be submitted by the Consultant to UNICEF within five (5) days of completion of the relevant activities in the Schedule of Payments and shall be accompanied by all supporting documents required to enable UNICEF to assess the sums claimed in the invoice and the documents referred to in clause 5.7.

8.2 Time for Payment

Save where otherwise provided in this Contract, UNICEF shall pay sums claimed in any valid and undisputed invoice within thirty (30) days of receipt by UNICEF of the invoice and the supporting documents required by clause 8.1, subject to clause 5 of the Form of Agreement, clauses 8.3 to 8.4, 8.6 and 9.1(g) of these General Conditions and the second paragraph of this clause 8.2.

It is agreed and acknowledged that any discount included or referred to in i) the Consultant's bid in response to the Request for Proposals, ii) the Schedule of Payments, iii) any part of this Contract, and/or iv) any communication in relation to this Contract, shall apply notwithstanding any failure by UNICEF to pay any sums due and payable under this Contract in accordance with this Contract and such discount shall not in any circumstances be recoverable by the Consultant and/or added to the Price.

8.3 Advance Payment

If the Particular Conditions state that this clause 8.3 applies, UNICEF shall make an advance payment of such percentage of the Price as stated in the Particular Conditions after the Consultant submits an executed advance payment guarantee in the form at Appendix 2 ("Advance Payment Guarantee") for the amount of the advance payment from such surety or sureties as shall be approved by UNICEF.

The Consultant shall ensure that the Advance Payment Guarantee is and remains valid and enforceable until the advance payment has been repaid. The advance payment shall be repaid on the basis stated in the Particular Conditions (and shall extend the Advance Payment Guarantee as necessary in order to do so). If the advance payment is to be repaid through deductions from invoices at a rate stated in the Particular Conditions, the advance payment shall be deducted as follows:

- (a) UNICEF shall commence deducting the advance payment from the first accepted invoice in accordance with the Schedule of Payments; and
- (b) deduction shall be made at the rate stated in the Particular Conditions from the amount of each invoice (excluding the advance payment) until such time as the advance payment has been repaid.

Any remaining balance from the advance payment made to the Consultant which has not been recovered by UNICEF on i) termination of this Contract, ii) the completion of the Services to UNICEF's satisfaction or iii) issue of the Certificate of Final Completion, shall be repaid or paid to UNICEF.

8.4 Disputed Invoices

UNICEF shall within fourteen (14) days of receipt of any invoice notify the Consultant of any dispute or discrepancy in the content or form of the invoice. The value of such disputed items shall be deducted from the invoice(s) in which they appear and the balance will be processed for payment. UNICEF and the Consultant shall consult in good faith to promptly resolve any dispute with respect to any invoice or portion thereof.

The Consultant acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Consultant has not provided the relevant Services, report or Deliverables in accordance with the Contract and/or if the Consultant has not provided sufficient documentation in support of the invoice.

UNICEF shall have the right to set-off against and/or deduct from any amount or amounts due and payable by UNICEF to the Consultant under the Contract, any payment, debt or other claim (including, without limitation, any overpayment made by UNICEF to the Consultant) owing by the Consultant to UNICEF under the Contract or under any other contract or agreement between the Parties.

8.5 Delayed Payment

The Consultant shall not be entitled to interest on any late payment or non-payment of any sums payable under the Contract. Payment shall not relieve the Consultant of its obligations under the Contract and shall not be deemed to be acceptance of the Services.

8.6 Tax Exemption

The Consultant authorizes UNICEF to deduct from the Consultant's invoices any amount representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for UNICEF's official use in accordance with the exemption from tax in Article II, Section 7 of the Convention of the Privileges and Immunities of the United Nations, 1946. In the event any governmental authority refuses to recognize this exemption from taxes, restrictions, duties or charges, the Consultant shall immediately consult with UNICEF to determine a mutually acceptable procedure. The Consultant shall provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

8.7 Price Escalation

The Price is payable in the currency stated in the Particular Conditions and shall be a fixed price lump sum, and shall not be subject to any increase as a result of i) any fluctuation, escalation and/or increase in the Consultant's costs, ii) (other than in accordance clause 6.1) the Consultant providing additional or varied services to those included in the Services and/or the Schedule of Payments, iii) any delay and/or prolongation to the Services and/or the Project, and/or iv) any change in currency exchange rates. The Consultant shall not be entitled to any increase in the Price and/or to any further payment under this Contract except as expressly provided in this Contract.

9. INSURANCE

9.1 Insurances to be taken out by Consultant

The Consultant's insurance obligations are as follows:

- (a) The Consultant shall have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Consultant's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Consultant's performance of the Contract), including the following:
 - (i) Insurance against all claims arising from any damage to property or death and personal injury arising from or in connection with the Consultant's performance under the Contract with a limit of indemnity no less than that stated in the Particular Conditions;
 - (ii) All appropriate workers' or employees' compensation and employer's liability insurance, or its equivalent, with respect to its employees required by any applicable law and to cover any claims by employees arising from the performance of the Contract;
 - (iii) Professional indemnity insurance against all claims arising out of the Consultant's negligence under or in connection with the Contract with a limit of indemnity no less than that stated in the Particular Conditions; and
 - (iv) Such other insurance as may be agreed upon in writing between UNICEF and the Consultant.
- (b) The Consultant shall:
 - (i) maintain the insurance coverage referred to in clause 9.1(a)(i)-(ii) above during the term of the Contract; and

- (ii) maintain the insurance coverage referred to in clause 9.1(a)(iii) for so long as the Consultant continues to be liable under or in connection with this Contract.
 - (c) The Consultant shall be responsible for funding all amounts within any policy deductible or retention.
 - (d) Except with regard to the insurance referred to in sub-paragraph (a)(ii) and (a)(iii) above, the insurance policies required under this clause 9.1 shall (i) name UNICEF as an additional insured; (ii) include a waiver by the insurer of any subrogation rights against UNICEF; and (iii) provide that UNICEF shall receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.
 - (e) The Consultant shall, upon request from time to time, provide UNICEF with satisfactory evidence of the insurance required under this clause 9.1.
 - (f) Compliance with the insurance requirements of the Contract shall not limit the Consultant's liability either under the Contract or otherwise. The Consultant shall notify UNICEF if it is unable to take out or maintain any of the insurance required by this clause 9.1.
 - (g) If the Consultant fails to provide the insurance required under clause 9.1 and/or fails to provide satisfactory evidence in accordance with clause 9.1(e) no further sums shall become due or payable to the Consultant under or in connection with this Contract without prejudice to the Consultant's obligations under this Contract.
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10. AUDIT

10.1 Cooperation with Audits and Investigations

From time to time, UNICEF may, and/or may appoint third parties to, conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the performance of the Contract generally, including but not limited to the Consultant's compliance with the Contract. The Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making the Personnel, Affiliates and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Consultant's premises at reasonable times and on reasonable conditions in connection with making the Personnel, Affiliates and any relevant data and documentation available. The Consultant shall require the Personnel, including but not limited to, the Consultant's attorneys, accountants or other advisers, and Affiliates to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

11. PRIVILEGES AND IMMUNITIES; SETTLEMENT OF DISPUTES

11.1 Privileges and Immunities

Nothing in or related to the Contract shall be deemed a waiver, express or implied, deliberate or inadvertent, of any of the privileges and immunities of the United Nations, including UNICEF and its subsidiary organs, under the Convention on the Privileges and Immunities of the United Nations, 1946, or otherwise.

The Consultant shall indemnify, hold and save harmless and defend, at its own expense, UNICEF, its officials, employees, consultants and agents, each entity that makes a direct financial contribution to UNICEF to procure the Services and Deliverables, the Beneficiary and each Host Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Consultant or the Personnel in the performance of the Contract. This provision shall extend to but not be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or

licensed to UNICEF under the terms of the Contract or used by the Consultant or the Personnel in the performance of the Contract.

UNICEF shall report any such suits, proceedings, claims, demands, losses or liability to the Consultant within a reasonable period of time after having received actual notice. The Consultant shall have sole control of the defence, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defence of the privileges and immunities of UNICEF or any matter relating to UNICEF's privileges and immunities (including matters relating to UNICEF's relations with the Beneficiary, any Host Government or any third party), which as between the Consultant and UNICEF, only UNICEF itself shall assert and maintain. UNICEF shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

11.2 Law

The terms of the Contract shall be interpreted and applied without application of any system of national or sub-national law.

11.3 Amicable Settlement

The Parties shall use reasonable efforts to settle amicably any dispute, controversy or claim arising out of, or relating to the Contract. 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 in force, or according to such other procedure as may be agreed between the Parties

11.4 Arbitration

Any dispute, controversy or claim between the Parties arising out of the Contract which is not resolved within ninety (90) days after one Party receives a request from the other Party for amicable settlement can be referred by either Party to arbitration. The arbitration shall take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration shall be New York, NY, USA. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. 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 the London Inter-Bank Offered Rate (LIBOR) then prevailing 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.

12. CONFIDENTIALITY AND TRANSPARENCY

The Consultant shall not disclose any Confidential Information to any third party:

- (a) except to those of its Affiliates or Personnel who have a need to know such Confidential Information for the purpose of performing obligations under the Contract and have agreed to undertakings of confidentiality equivalent to this clause 12; or
- (b) unless the Confidential Information (i) was obtained from a third party who did not owe a duty of confidentiality to UNICEF; (ii) is in the public domain otherwise than through the Consultant's act or default or the acts or defaults of the Affiliates or Personnel; (iii) was known by the Consultant prior to disclosure by UNICEF; or (iv) at any time is developed by the Consultant completely independently of any disclosures under the Contract.

If the Consultant receives a request for disclosure of any Confidential Information pursuant to any judicial, court, arbitration or law enforcement process, before any such disclosure is made, the Consultant shall give UNICEF sufficient notice of such request in order to allow UNICEF to (i) have a reasonable opportunity to secure the intervention of the relevant national government to prevent disclosure and/or (ii) take such other action as may be appropriate.

The Consultant shall not use the Confidential Information for any purpose other than the performance of its obligations under this Contract and shall not make any use prejudicial to UNICEF of any Confidential Information. The Consultant acknowledges (and shall enable UNICEF to achieve) the commitment to transparency as outlined in UNICEF's Information Disclosure Policy as published on UNICEF's Supply Website from time to time.

13. DATA PROTECTION AND SECURITY

The Parties agree that, as between them, all UNICEF Data, together with all rights (including intellectual property and proprietary rights), title and interest to such UNICEF Data, shall be the exclusive property of UNICEF, and the Consultant has a non-exclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Consultant shall have no other rights, whether express or implied, in or to any UNICEF Data or its content.

The Consultant confirms that it has a data protection policy in place that meets all applicable data protection standards and legal requirements and that it shall apply such policy in the collection, storage, use, processing, retention and destruction of UNICEF Data. The Consultant shall comply with any guidance or conditions on access and disclosure notified by UNICEF to the Consultant in respect of UNICEF Data.

The Consultant shall ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Consultant shall put in place policies, safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Consultant's confidentiality obligations in this Contract as they apply to UNICEF Data. At UNICEF's request, the Consultant shall provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Consultant uses to fulfil its obligations under this Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Consultant shall provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Consultant shall not, and shall ensure that the Personnel and Affiliates shall not, transfer, copy, remove or store UNICEF Data from a UNICEF location, network or system without the prior written approval of an authorized official of UNICEF.

Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Consultant shall not install any application or other software on any UNICEF device, network or system. The Consultant represents and warrants to UNICEF that the Services and Deliverables provided under the Contract shall not contain any Disabling Code, and that UNICEF shall not otherwise receive from the Consultant any Disabling Code in the performance of the Contract. Without prejudice to UNICEF's other rights and remedies, if a Disabling Code is identified, the Consultant, at its sole cost and expense, shall take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF, the Beneficiary and/or End Users as a result of Disabling Code; (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-perform the Services and accelerate the Services such that no delay is caused by the Disabling Code, at the Consultant's cost.

In the event of any Security Incident, the Consultant shall, as soon as possible following the Consultant's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Consultant's proposed remedial actions; (b) implement any and all necessary damage mitigation and remedial actions; and (c) as relevant, restore UNICEF's and, as directed by UNICEF, the Beneficiary's and/or End Users' access to the Services. The Consultant shall keep UNICEF reasonably informed of the progress of the Consultant's implementation of such damage mitigation and remedial actions. The Consultant, at its sole cost and

expense, shall cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Consultant fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

The Consultant shall impose the same requirements relating to data protection and security as are imposed upon the Consultant itself by this clause 13 of the Contract, on the Personnel and Affiliates and shall remain responsible for compliance with such requirements by the Personnel and/or Affiliates.

14. ANTI-CORRUPTION AND ETHICAL STANDARDS

Without limiting the Consultant's obligations under or in connection with this Contract, the Consultant shall be responsible for the professional and technical competence of the Personnel and shall select, for work under the Contract, reliable individuals who shall perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

The Consultant represents and warrants that neither it nor any of its Affiliates or Personnel, are subject to any sanction or temporary suspension imposed by any United Nations System organisation or other international inter-governmental organisation. The Consultant shall immediately disclose to UNICEF if it or any of its Affiliates and/or Personnel, becomes subject to any such sanction or temporary suspension during the term of the Contract. If UNICEF becomes aware of any such sanction or temporary suspension, the Contract may be terminated by UNICEF.

The execution of the Services shall not give rise to Unusual Commercial Expenses being incurred by the Consultant, the Personnel and/or the Affiliates. If UNICEF becomes aware of any Unusual Commercial Expenses emerge, the Contract may be terminated by UNICEF.

The Consultant shall (a) observe the highest standard of ethics; (b) use its best efforts to protect UNICEF against fraud, in the performance of the Contract; and (c) comply with the applicable provisions of the UNICEF Policy Prohibiting and Combatting Fraud and Corruption as available on the UNICEF Supply Website from time to time ("Fraud and Corruption Policy"). The Consultant shall not engage, and shall ensure that the Personnel, do not:

- (a) engage, in any corrupt, fraudulent, coercive, collusive or obstructive conduct as such terms are defined in the Fraud and Corruption Policy; and/or
- (b) offer to give or agree to offer or give or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any act in relation to the Contract or any other contract with UNICEF, or for showing favor or disfavor to any person in relation to the Contract or any other contract with other organizations of the United Nations.

The Consultant shall, during the term of the Contract, comply with the standards of conduct required under the UN Supplier Code of Conduct (available on the UNICEF Supply Website).

The Consultant represents and warrants that neither the Consultant nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out 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.

The Consultant represents and warrants that it has taken and shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by the Personnel including its employees or any persons engaged by the Consultant to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Consultant represents and warrants that it has taken and shall take all appropriate measures to prohibit the Personnel including its employees or other persons engaged by the

Consultant, 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.

The Consultant shall inform UNICEF as soon as it becomes aware of any act, omission, incident or report that is inconsistent with and/or in breach of the undertakings and confirmations provided in this clause 14.

15. CONFLICT OF INTEREST

The Consultant shall refrain from making any public statements concerning the project or the Services without the prior approval of UNICEF, and from engaging in any activity which conflicts with its obligations towards UNICEF under the Contract and/or which would compromise the Consultant's independence or that of the Personnel.

The Consultant shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract including without limitation as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. UNICEF reserves the right to require additional measures to be taken by the Consultant to prevent or avoid any breach of this clause 15. The Consultant shall ensure that the Personnel is not placed in a situation which could give rise to conflict of interests. The Consultant shall replace, immediately and without compensation from UNICEF, any Personnel exposed to any potential conflict of interest.

The Consultant shall after the conclusion or termination of the Contract, limit its role in connection with the Project to the provision of the Services provided prior to the conclusion or termination of this Contract. Except with the written permission of UNICEF, the Consultant and any Personnel and Affiliates shall be disqualified from the execution of works, supplies or other services for the Project in any capacity save as provided in this Contract, including without limitation tendering for any part of the Project.

The Consultant represents and warrants that:

- (a) no official or employee of UNICEF or of any United Nations organisation has received from or on behalf of the Consultant, or shall be offered by or on behalf of the Consultant, any direct or indirect benefit in connection with the Contract and/or the award of the Contract to the Consultant, including without limitation, any gifts, favours or hospitality;
- (b) it has not and (shall not):
 - (i) made a direct or indirect offer of employment to civil servants and other agents or employees of the government or public administration of the country in which the Project is located;
 - (ii) during the one (1) year period after any UNICEF official and/or employee involved in any aspect of a UNICEF procurement process in which the Consultant has participated has separated or departed from UNICEF and/or ceased to be employed by UNICEF, made a direct or indirect offer of employment to that official and/or employee; and/or
 - (iii) during the two (2) year period after any UNICEF official and/or employee has separated or departed from UNICEF and/or ceased to be employed by UNICEF, allow that former official and/or employee to, directly or indirectly on behalf of the Consultant, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's and/or employees' responsibilities while at UNICEF.
- (c) in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Consultant and the selection and awarding of sub-contracts by the Consultant), it has disclosed and shall disclose to UNICEF without delay any conflict of interest and/or any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

The Consultant shall inform UNICEF immediately as soon as it becomes aware of any breach or potential breach of this clause 15.

16. CODE OF CONDUCT AND POLICIES

The Consultant shall at all times act loyally and impartially and as a faithful adviser to UNICEF in accordance with the rules and/or code of conduct of its profession as well as with appropriate discretion.

The Consultant warrants and represents that it has not and shall not collude with any other consultants and/or the Contractor so as to obtain (or enable any third party to obtain) any unfair gain or benefit in relation to this Contract and/or the Project, including without limitation:

- (a) entering into any agreement with any other person with the aim of preventing tenders being made and/or fixing or adjusting the amount of any tender and/or the conditions on which any tender is made and/or the elements or contents of any tender;
- (b) informing any other person, other than UNICEF, of the amount or the approximate amount of the tender and/or of any confidential information in relation to the tender, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain quotations required for the preparation of the tender;
- (c) providing or receiving any confidential information relating to any other actual or potential tender; and/or
- (d) causing or inducing any third party to enter into any agreement as is mentioned in sub-paragraphs (a)-(b) or to act as mentioned in sub-paragraph (c).

The Consultant represents and undertakes that it has reviewed the Policies. The Consultant shall (and shall ensure that is Personnel and Affiliates shall) comply with and not cause UNICEF to breach the Policies as may be amended from time to time and any other policies provided by UNICEF from time to time. The Consultant shall establish and maintain appropriate measures to promote compliance with the Policies and the requirements of the Policies and shall cooperate with UNICEF's implementation of the Policies.

17. PUBLICATION

The Consultant confirms that it consents to UNICEF's public disclosure of the terms of the Contract should UNICEF so determine and by whatever means UNICEF determines.

18. SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Consultant shall comply with and shall not cause UNICEF, the Beneficiary and/or the Host Government to breach any applicable policy, their statutory obligations and/or any international convention in connection with social and environmental responsibility and/or hazardous or deleterious materials, including without limitation the following:

- any convention of the International Labour Organisation;
- the Vienna Convention for the Protection of the Ozone Layer 1985;
- the Montreal Protocol on substances that deplete the Ozone Layer 1987;
- the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their disposal 1989;
- the Stockholm Convention on Persistent Organic Pollutants 2001;
- the Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) Rotterdam, 10 September 1998;
- the United Nations Framework Convention on Climate Change Kyoto Protocol 2008 and the Doha Amendment 2012;
- the United Nations Framework Convention on Climate Change Paris Agreement 2015; and
- the Framework for Advancing Environmental and Social Sustainability in the United Nations System (UN EMG 2012).

LRPS-2024-9191162, ANNEX B: TERMS OF REFERENCE

for

Procurement of Engineering Services for Rehabilitation of WASH facilities in 17 schools in Moldova**1.0. BACKGROUND**

- 1.1. UNICEF Moldova signed a work plan with the Ministry of Education and Research recently, and one of the key agenda of the work plan is to improve water, sanitation, and hygiene (WASH) services in schools. Therefore, UNICEF Moldova supports the Moldovan authorities to provide WASH services in schools and enhance early Intervention systems and services for Moldovan and refugee children from Ukraine.
- 1.2. To that aim, UNICEF Moldova will conduct the assessment and rehabilitate/construct climate-resilient, energy-efficient, and environment-friendly WASH infrastructure in educational institutions, as detailed in the Scope of the Work below.
- 1.3. This project is expected to benefit more than 30,000 children by providing access to safe water and sanitation services annually, which is a fundamental right that safeguards health and human dignity.
- 1.4. The objective of these Terms of Reference is to guide a bidding exercise to identify suitable engineering firm for the procurement of engineering services required for this construction project.

2.0. DEFINITION

- 2.1. **Renovation** of a building refers to the demolition & reconstruction work within the existing building, mentioned below as generic items. They will vary based on the specific needs of each building.
- 2.2. **Rehabilitation of WASH facilities** (Water, Sanitation, and Hygiene) refers to the process of restoring or improving existing water, sanitation, and hygiene infrastructure to ensure their functionality, safety, and effectiveness.
- 2.3. **Design documentation** refers to the set of technical documents that includes the detailed design drawing, (architectural, structural, mechanical, electrical, and plumbing drawings and other compartments), instructions and specifications necessary to perform the construction project.
- 2.4. **Cost estimates and BoQ** are documents used to appreciate the costs of materials, labor, and other resources required for a construction project. The cost estimates documentation includes detailed breakdowns of costs for each compartment of the project, while the BoQ provides a list with all types of works, quantities, and unit prices needed for the project.
- 2.5. **Construction** of new buildings refers to the construction of an independent built structure.
- 2.6. **Construction of a new annex to the existing building** refers to the construction of an additional structure that is physically connected to the current building to expand the usable space of the existing building while maintaining structural integrity, aesthetic coherence, and functional integration.

3.0. SCOPE OF SERVICES

- 3.1. The scope of engineering services is divided in 2 packages: Package 1 includes site assessment, design and technical documents, preparation of cost estimates and BoQ sets, technical support to procurement and author supervision services; and Package 2 includes quality assurance and site supervision. Each package is described in detail in Section 4 Expected Deliverables.
- 3.2. The Package 1 is including following locations of intervention:

10	CALARASI	S. PIRJOLTENI	Instituția Publică Gimnaziul Pîrjolteni
67	CALARASI	S. PITUSCA	Instituția Publică Gimnaziul Pitușca
108	CALARASI	S. BAHMUT	Instituția Publică Gimnaziul Bahmut
24	CALARASI	S. PETICENI	Instituția Publică Gimnaziul Peticeni
12	CRIULENI	S. RACULESTI	Instituția Publică Gimnaziul Răculești
15	CRIULENI	S. RATUS	Instituția Publică Gimnaziul Ratuș
53	CRIULENI	S. CRUGLIC	Instituția Publică Liceul Teoretic Cruglic
61	CRIULENI	S. MASCAUTI	Instituția Publică Gimnaziul "Ion Sârbu"
89	CRIULENI	S. SLOBOZIA-DUSCA	Instituția Publică Gimnaziul Slobozia-Dușca
118	CRIULENI	S. DRASLICIENI	Instituția Publică Gimnaziul Drâslăceni
19	ORHEI	S. JORA DE SUS	GIMNAZIUL JORA DE SUS
21	ORHEI	S. TELESEU	GIMNAZIUL "ION CREANGĂ"
48	HINCESTI	S. LAPUSNA	IP Liceul Teoretic Lăpușna
90	IALOVENI	S. ULMU	Gimnaziul "Mihai Eminescu"

70	DUBASARI	S. USTIA	Gimnaziul Ustia
114	DUBASARI	S. MOLOVATA	Gimnaziul „Ștefan cel Mare”, Molovata
94	SINGEREI	S. HECIUL NOU	Instituția Publică Gimnaziul ”Grigore Vieru”

- 3.3. The contract will be signed with selected engineering firm for Package 1. The contract for Package 2 will be activated upon necessity and satisfactory completion of services under Package 1.
- 3.4. Potential Bidders shall visit the sites prior submitting their offers to get familiar with site conditions that may affect their Proposals. Potential Bidders are expected to make their own arrangements to visit the site and on their own expenses. UNICEF shall accept no excuse or claim whatever from the selected engineering firm for not knowing or being able to properly evaluate the site condition and requirements for the services to be carried out. Questions should be submitted in writing to UNICEF in accordance with instruction provided under the RFP.
- 3.5. All design drawings and technical documents developed for construction and/or renovation works implemented directly or indirectly by UNICEF shall be in line with the Organization's commitments towards Accessible Buildings and achieving Climate Neutrality by 2020, as per [PROCEDURE/DFAM/2020/001](#) on Eco-efficiency and Inclusive Access in UNICEF Premises and Operations, [CF/EXD/2017-004](#) on Accessibility in UNICEF's Programme-Relegated Construction, and Decision Memo: UNICEF Climate Neutral Strategy, 26 May 2015.
- 3.6. Policy documents mentioned at paragraph 3.6. and UNICEF Accessibility Technical Cards and Procedure on Eco-efficiency and Inclusive Access will be applied where possible, depending on the specific space availability and actual technical conditions in each location, and recommendations issued by National Agency of Public Health approved by Ministry of Education as guidance documents for renovation and building of washrooms in educational institutions in Moldova.

4.0. EXPECTED DELIVERABLES

- 4.1. The table below describes in detail each required engineering service, including tasks and expected deliverables.
- 4.2. 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
Package 1			
1-	Site Assessment Evaluation of site characteristics and preparation of detailed analysis with recommendations for design and implementation.	1.1 Assessment of existing buildings¹ Verify structural integrity and functionality of existing construction, finish quality, accessibility level ² , accuracy of as-built drawings, and if not available, prepare architectural drawings of existing buildings. 1.2 Assessment of sites for new construction of the wastewater treatment plant Conduct site surveys (topographical, geotechnical and engineering); verify land legal status and construction laws. Soil investigation Check the site topography for surface and subsurface exploration. Subsurface exploration involves soil sampling and laboratory tests of samples retrieved.	Detailed report approved by UNICEF with site layout, collected data, as-built drawings, building(s) and site analysis and recommendations. Detailed report approved by UNICEF on soil investigation.
2-	Design and Technical Documents³ Development of construction technical documents, and obtaining necessary construction permits, if required.	2.1 Conceptual design Produce design sketches that comply with site conditions, criteria, performance standards, greening and accessibility requirements; formulate and evaluate design options; develop conceptual design for the “passed-screening” option. 2.2 Architectural design Develop architectural design in 2 stages: a) Preliminary design based on approved conceptual design, and b) Detailed design with finish materials' specifications.	Feasibility report approved by UNICEF includes design criteria, options' analysis and conceptual design drawings. Full set of architectural drawings ⁴ with specifications, approved by UNICEF.

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.

		2.3 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.	Full set of structural drawings ⁵ , specifications, calculations and design analysis, approved by UNICEF.
		2.4 Building service design Develop design of 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.	Full set of building service drawings, specifications, calculations and design analysis, approved by UNICEF.
		2.5 Bid technical documents Prepare Bill of Quantities (BoQs) and confidential cost estimate; and compile all technical documents (design drawings, specifications and bill of quantities).	BoQs for repairs, rehabilitation and/or new construction approved by UNICEF. Confidential cost estimates.
		2.6 Permitting and declaration Compile technical and administrative documents required for requesting permit and declaration, and obtain necessary construction permits ⁶ and declaration for each construction work from Authority.	Original copy of permit(s) officially authorized by Authority.
		2.7 Author supervision Perform the author supervision during the construction phase. Ensure the compliance of the executed works with the provisions of the design documentation elaborated, verified and approved in the appropriate manner.	Documented visits, adjustments, and additions/supplements of the Design documentation if required
3-	Technical Support to Procurement Assisting UNICEF in the solicitation process and the selection of qualified construction companies.	Support during the Bidding period Attend bidders' conference with Potential Bidders; Provide answers and clarifications to their technical queries and questions during the preparation of bid period.	Report includes answers to all technical queries and questions of Potential Bidders during the bidding process.
Package 2			
4-	Quality Assurance and Site Supervision 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.	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. 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.	Reports approved by UNICEF based on site visits.

5.0. TIMEFRAME AND PAYMENT SCHEDULE

- 5.1. The timely completion of these engineering services is of utmost importance for UNICEF.
- 5.2. The duration required for completing Package 1 except "Author Supervision" and "Technical support for procurement" should be no later than two (3) months from date of signing the contract.

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.

- 5.3. The duration required for completing Package 2 (if activated) will be linked to the construction contract timeframe but should not exceed 3-4 months.
- 5.4. The Defects Liability Period is [6] months counted as from the date of issuance of the Certificate of Substantial Completion.
- 5.5. UNICEF will issue interim and final payments upon satisfactory completion of each Deliverable.

Table 2: Timeframe and payment schedule

#	Scope of deliverable	Payment distribution	Timeframe
Package 1			
1	After approval of UNICEF on completed deliverables of site assessment (Evaluation of site characteristics and preparation of detailed analysis with recommendations for design and implementation)	20 %	two (2) weeks
2	After approval of UNICEF on completed deliverables of design and technical documents (Tasks 2.1 - 2.4 / Design criteria, options' analysis and conceptual design drawings; Full set of architectural drawings with specification; Complete set of structural drawings, specifications, calculations and design analysis; Full set of building service drawings, specifications)	40 %	two (2) months
3	Final payment, after approval of the BoQs and permits (tasks 2.5 - 2.6)	30 %	two (2) weeks
4	After providing technical Support during the Bidding period and signing the contract for Works with the Contractor.	5 %	NA ⁷
5	After approval of UNICEF on completed deliverable of Author supervision (task 2.7)	5 %	NA ⁸
Package 2			
1	After approval of UNICEF on report confirming the completion of mobilization and construction of site office with storage, and 2 water reservoirs with lid	15%	NA ⁹
2	After approval of UNICEF on report confirming the completion of dismantling/demolition works	15%	
3	After approval of UNICEF on report confirming the completion of renovation/rehabilitation works	15%	
	After approval of UNICEF on report confirming the completion and testing of all plumbing, water supply, sanitary, and electrical works	15%	
4	After approval of UNICEF on report confirming the completion of wash facilities	15%	
6	After approval of UNICEF on the report confirming the Substantial Completion and signing the Certificate of Substantial Completion	15%	
7	After approval of UNICEF on the report confirming the Final Completion and signing the Certificate of Final Completion	10%	[6] months after Substantial Completion

6.0. KEY PERSONNEL

As a minimum the Engineering company must have employed the following staff necessary to perform the assignment

6.1. Package 1:

- Project Manager (full-time) with 10-year experience in the domain.
- Architect with 6 - year experience in the domain.
- Structural/Civil Engineer with 5 - year experience in the domain.
- Electromechanical Engineer with 5-year experience in the domain.
- Water and Sanitation Engineer with 2-year experience in the domain.
- Heating, ventilation and air conditioning Engineer with 5-year experience in the domain.
- Topographer
- Interior designer with 5-year experience in the domain.
- BoQ specialist with 5-year experience in the domain

6.2. Package 2 :

- Project Manager with 8-year experience in the domain.
- Certified Technical Supervision Specialists (Responsabil Tehnic atestat) with 10 years relevant experience corresponding to the specific domain.

7.0. ELIGIBILITY AND QUALIFICATIONS

7.1. The Potential Bidders are eligible to submit complete proposals for the services of Package 1 and Package 2 included in Section 4, and their submission will be taken into consideration in the proposal's evaluation process.

7.2. The selected engineering firm is expected to assign or deploy adequate qualified staff to undertake the

⁷ Duration depends on the tendering process.

⁸ After issuance of the Certificate of Substantial Completion.

⁹ Will be linked to the timeframe agreed in the construction contract.

specific engineering services requested.

7.3. 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.

7.4. **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 contract.
- Copy of curriculum vitae (Maximum two (2) pages) of key personnel requested in Section 6 involved in providing the relevant service. UNICEF may conduct reference checks on the key personnel during the evaluation process.
- Copies of the technical qualification certificates
- Reports on the financial standing of the Potential Bidder.

7.5. 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 the contract.

a) 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: Proposed Methodology for the Implementation
- Form 8: Proposed Planning (Gantt Chart) for the Implementation
- Form 9: List of Proposed Key Personnel
- Form 10: CV of the Proposed Team
- Form 11: List of Office Equipment, Engineering Instruments and Design Software
- Form 12: Potential Bidder's Financial Information/ Adequacy of Working Capital
- Form 13: Summary of Service Values Undertaken the last 3 Years
- Form 14: List of Current Litigations

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

- Form 15: Price Proposal Letter
- Form 16: Price Proposal Submission

7.6. Errors in the Proposals

- 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 Firm'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.

7.7. The following criteria will be considered for selection of Potential Bidders for the award of the contract:

- The capacity of the engineering firm to manage multiple assignments at the same geographical locations of this project.
- 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 country national construction norms and building legislation.
- The working experience with international and UN Organizations will be preferable.

8.0. EVALUATION PROCESS AND METHOD

- 8.1. Following closure of the RFP, the Proposals will be evaluated by the evaluation team in 3 steps following the Proposal Evaluation Process stated in the RFP document. The evaluation will be restricted to the contents of the Proposals and the reference checks.
- 8.2. The technical merits of each Technical Proposal will be evaluated using the rating system in **Table 3** (below) on the basis of the Proposal Evaluation Approach stated in the RFP document.

Table 3: Technical Evaluation Criteria

CRITERIA	MAXIMUM POINTS
TECHNICAL EVALUATION	70
1. Firm's Profile - Five (5) years as an engineering firm providing similar services (Water and sanitation in educational institutions, architectural and civil engineering). - Proven experience in the country and similar services undertaken in the last 3 years;	10
2. Firm's Experience - Completed services of similar nature completed in past three (3) years with reference, as per Form 5; - Type of clients to whom the services were provided (Government, private sector, UN Organizations, others);	20
3. Proposed Methodology and Planning - Proposed work plan (Gantt Chart) for implementing per Packages. - Proposed methodology and resources allocation per packages	10
4. Resources (key personnel and equipment) - Key personnel proposed to provide the services, including CVs, years of experience in similar services (proof required), education degree certificate (as requested, under 6. Key personnel); - List of essential support staff; - List of office equipment, engineering instruments and design software owned by the firm. - Size and structure of the firm and the capacity of the engineering firm to manage multiple assignments.	25
5. Financial Capacity - Financial reports for the last 2 years (2022 and 2023)	5

LRPS-2024-9191162, 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-2024-.....] 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-2024-.....]

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 [country name] in accordance with your Request for Proposal RFP# [LRPS-2024-.....] dated [e.g., June 2024] 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 Contract 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
Written power of attorney of the signatory to the Bid	Provide original or certified copy of the power of attorney attested by a Notary	
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: Proposed Methodology

Please provide methodology proposed by the Potential Bidder, the approach suggested for implementing the required engineering services, the plan for quality assurance, etc.

Form 8: Proposed Planning

Please provide detailed planning (Gantt Chart) proposed by the Potential Bidder for implementing.

Form 9: 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 10: CV of the Proposed Team

CV for each category of the services bidding for.

Position Title and No.	[e.g., PROJECT MANAGER]
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								
Bengali								
Others (specify)								

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

Form 11: 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 12: Potential Bidder's Financial Information/ Adequacy of Working Capital

IMPORTANT: Please provide attached copies of Audited Financial Reports for the last three (2) years.

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

Form 13: 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 14: 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 15: 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 [country name], as specified in the Annex B, following your Request for Proposal RFP# [LRPS-2024-.....] dated [e.g., June 2024] and our Technical Proposal in the Annex C.

Our attached Price Proposal is for the sum of (-----
----- amount in figures and words). This amount is inclusive of all taxes payable 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 16: Price Proposal Submission

Please fill the summary price offer template below and include a breakdown of the costs per school and the Personnel services cost table

Tab 1, Price offer summary

Service description	Price, MDL
Package 1	
1 Site Assessment	
2 Design and Technical Documents	
3 Technical Support to Procurement	
Total Package 1	
Package 2	
4 Quality Assurance and Site Supervision	
Total Package 2	
Grand Total	

Tab 2 Breakdown of the costs per school

No	School name	Service description			
		Package 1			Package 2
		Site Assessment	Design and Technical Documents	Technical Support to Procurement	Quality Assurance and Site Supervision
1	School name				
2	School name				
.....					

Tab 3 Breakdown of the costs using the Personnel services.

As a minimum the Engineering company must have the following personnel necessary to perform the assignment
This breakdown will exclusively be used for determining remuneration for additional services provided under this assignment.

Service Description	Unit	Unit Price (Fully loaded)
1.1.1. Project Manager	Per Day	
1.1.2. Architect	Per Day	
1.1.3. Structural/Civil Engineer	Per Day	
1.1.4. Electromechanical Engineer	Per Day	
1.1.5. Water and Sanitation Engineer	Per Day	
1.1.6. Heating, ventilation and air conditioning Engineer	Per Day	
1.1.7. Topographer	Per Day	
1.1.8. Interior designer	Per Day	
1.1.9. BoQ specialist	Per Day	
2.1. Site Supervision during execution of works		
2.1.1. Project Manager (full-time)	Per Day	
2.1.2. Technical supervisor (Responsabil Tehnic atestat)	Per Day	
2.1.3. Site visit report (all costs included)	Per visit	
2.1.4. Monthly monitoring and reporting (all costs included)	Per month	

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 and reporting;
- Travel expenses to remote sites;
- 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;

ANNEX E: TECHNICAL SPECIFICATIONS

GENERAL TASKS

UNICEF is seeking proposals from qualified engineering/design firms to provide services for the design of WASH (Water, Sanitation, and Hygiene) sanitary groups in schools. The objective is to improve sanitation facilities to ensure the well-being and hygiene of students and staff.

SCOPE OF WORK

Design Company will prepare the design and technical documentation for rehabilitation of the existing sanitary facilities within the building and adapting them to meet the needs of people with disabilities as well as considering CEED in the technical design. Additionally, by specific case, will be analyzed the possibility of creation of new sanitary groups in a dedicated space within the building.

The Design Company is encouraged to visit the proposed sites, in order to familiarize themselves with the current conditions and identify suitable solutions for improvement.

Design Company shall undertake the following tasks:

A. Site Assessment and Preliminary Data Collection:

- Conduct a technical assessment of the existing school buildings, including an evaluation of structural integrity, functionality, finish quality, accessibility level, and other relevant investigations as appropriate.
- Conduct the site assessment to identify the location for the new constructions and installation of the WWTP and all necessary components and connections. Perform the topographic survey and geotechnical analysis.
- Obtain necessary technical conditions for utilities connections (including preparation of necessary supporting documents, connection schemes and routes, load, and utilities consumption requirements calculations) if required.

B. Design and Compartments:

- Prepare the preliminary Design for internal works including sanitary groups in existing spaces of the school building, and for those intended to accommodate the additional sanitary groups, including all necessary compartments in accordance with the appropriate norms and regulations and urban certificate (if applicable).
- Prepare the preliminary Design for the external works including water and sewage system, WWTP and all necessary connections and components platform with discharge pipe to the canal, rainwater drainage or other in accordance with the urban certificate and appropriate norms and regulations.
- Prepare the final Design and technical documentation covering all compartments: Architecture, Constructive/Structural Solutions (ACS), Electric Lighting/Power Equipment (EL/FPE), Internal and External Water Supply and Sewage System (WSSW), Wastewater treatment plant (WWTP), Heating and Ventilation (HV), Organization of Construction Works (OCW), Cost Estimation and Bill of Quantities (CE/BoQ).
- Obtain necessary technical approvals and coordination of the design documentation from all relevant institutions, in accordance with the provisions of the local regulations.
- The final Design documentation will be verified by authorized experts and its conformity will be confirmed by issuing the appropriate verification report.

C. Estimation and Cost Verification:

- Calculate the Bill of Quantities considering all requirements of the beneficiary (School Administration, UNICEF representatives) regarding materials, capacity, dimensions, etc.
- The CE/BoQ should be calculated considering the probability of unforeseen or hidden works that may be discovered after the demolition or dismantling works are carried out.
- In accordance with local regulations, the CE/BoQ is also subject to verification and issuance of verification report, as well as for Design documentation.

D. Additional requirements:

- In case the school does not have a hot water network, the design company should take into consideration installation of water heaters and local hot water network to ensure the access to hot water at the handwashing facilities.
- Provide deliverables in three copies on paper and in electronic format (DWG, PDF, WORD) to both UNICEF and the beneficiary. Ensure that all formats are easily accessible and compatible for review and distribution.
- Maintain open and timely communication with UNICEF, the school administration, and the contractor throughout the project lifecycle. Respond promptly to inquiries and provide regular updates on project progress, milestones, and any issues encountered.

- Ensure the quality and accuracy of all deliverables and consultancy services provided. Conduct thorough reviews and quality checks to uphold professional standards and meet the expectations of both UNICEF and the beneficiary.

Other Specific Considerations:

- The number of sanitary groups per school should be based on the current number of students, as provided by the school administration.
- Ensure that all sanitary groups are equipped with mirrors, paper holders and soap dispensers.
- Ensure that any reconstruction or interventions required for the sanitary groups are included in the technical expertise and design documentation. Major interventions beyond the scope should be discussed with the UNICEF and school administration.
- Environmental factors should be considered, such as terrain, drainage, and proximity to existing infrastructure, in determining the optimal placement of sanitary facilities.
- All design aspects and equipment choices will be preliminary coordinated with the school administration and UNICEF representatives to ensure functionality and compliance with standards.
- All these requirements, including but not limited to those related to the functionality of the designed sanitary groups and the installation of equipment such as water heaters and electric dryers, will be coordinated closely with the school administration and UNICEF representatives. Their input and approval will be sought to ensure that the final design meets the needs and standards required for the project's success.

E. Design standards and norms

- The design works are to be carried out in accordance with local legislation as well as with the norms and standards in force.
- Whenever reference is made in the design to specific standards and codes that materials, installations, and other goods to be provided must comply with, as well as the works to be performed or tested, the provision of the latest editions or current revisions of the regulations and practical codes in force shall apply, unless expressly stated otherwise in the contract.
- **In order to ensure fairness and accessibility to all products on the market, the specifications outlined in the design documentation must be generic and applicable to various solutions in the WASH design. Specific product endorsements or recommendations are not acceptable. The design should focus on technical parameters that accommodate different suppliers and technologies within the field.**
- **The design requirements must ensure that the sanitary groups in all schools are accessible to persons with reduced mobility as per national standard requirements, UNICEF Technical Cards and Climate, Energy, Environment and Disaster Risk Reduction (CEED).**

PARTICULAR DATA FOR SELECTED LOCATION

The data and assessments provided in this chapter are intended to familiarize the engineering firm with the site conditions and school requirements. While every effort has been made to ensure the accuracy and completeness of this information, engineering firms are advised not to rely solely on it when preparing their offers. It is the responsibility of the engineering firms to conduct their own independent assessments and verifications to ensure the accuracy of their proposals. The information provided herein is for reference purposes only and should be used as a guide to assist in understanding the general project scope and requirements.

It should be considered as well that the assessment was performed a few months ago, and there may be changes or updates to the site conditions since then. Therefore, companies are encouraged to conduct their own site assessments and verify all relevant information before submitting their offers.

Thus, the engineering firm's offer should be based on their own independent analysis and assessment of the project requirements and site conditions.

R.Calarasi, s.Pirjolteni, ID 10

The institution was constructed in 1961 and currently lacks internal sanitary facilities. Wastewater is discharged into a cesspit/tank, which is periodically emptied at a cost of 1150 lei per trip. Hot water is supplied by a boiler, but only 2 out of the 6 sinks at the entrance to the canteen have hot water available during class hours. The institution is connected to local centralized water supply system and has a water supply contract signed with the local public administration. The last water test was conducted in August 2023.

The building is single-story with no sanitary facilities within the school premises, students and staff use latrines in the schoolyard. A project aimed to construct sanitary facilities within the institution was initiated previously. However, it wasn't approved by the Ministry of Environment due to the absence of a wastewater treatment plant. The gymnasium does not have enough funds for the development of the technical design and subsequent construction of the treatment plant.

The locality does not have a centralized sewerage system.

Table 24 Demographics of school r.Calarasi, s.Pirjlteni

Boys	71
Girls	98
Pupils with disabilities	0
Total pupils	169
Teaching staff	16
Other staff	10
Total Staff	26

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop detailed design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for construction of sanitary groups inside the gymnasium, separately for girls and boys, as well as for persons with disabilities, and for staff.
- Developing the necessary documents for changing the purpose of the computer lab into a technical-sanitary group.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

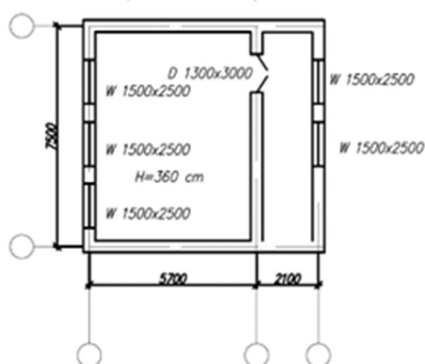


Photo 110 Current space proposed for renovation (IT class)

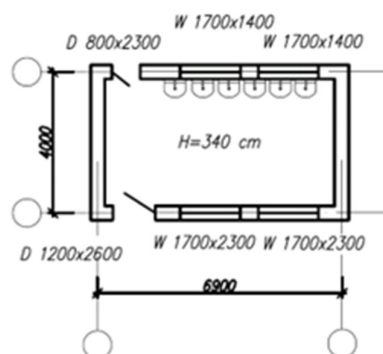


Photo 111 Drinking points in canteen

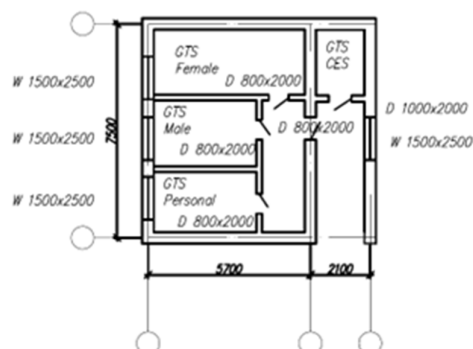


Photo 112 Proposed renovation plan of the allocated space

R. Calarasi, s.Peticeni, ID 24

The institution consists of two study blocks: one for classes 1-4 (Block A) and another for classes 5-9 (Block B).

Block A is a single-level building with an internal canteen built in 1962, without indoor sanitary groups. Children and staff use the latrines located in the schoolyard.

The locality is not connected to centralized sewage system and centralized water supply system. Wastewater from the sinks located in the halls, classrooms, and canteen is currently discharged into an old septic tank without being emptied.

Water is sourced from a shallow well, pumped using a hydrophore water pump. According to data from CSP and ANSA, this water meets the required standards and is used for handwashing and food preparation (last water quality testing was conducted in August 2023). There are no water filtration facilities, drinking water is provided through bottled water dispensers located in the corridors and classrooms, totaling 8 points. The institution lacks hot water facilities.

Block B is a single-level building built in 1914 without indoor sanitary facilities. Both children and staff use the latrines in the schoolyard.

Similar to Block A, the building is not connected to centralized sewage system and centralized water supply system. Wastewater is currently discharged into an old septic tank without being emptied.

Water source is similar to Block A. Although a water distribution system is planned for the locality, the project has not been completed yet. The connection to the institution has been made up to the institution's fence. Drinking water is provided through bottled water dispensers located in the corridors and classrooms, totaling 7 points. The institution lacks hot water facilities.

Table 25 Demographics of school r.Calarasi, s.Peticeni (block A)

Boys	39
Girls	24
Pupils with disabilities	2
Total pupils	63
Teaching staff	6
Other staff	3
Total Staff	1

Table 26 Demographics of school r.Calarasi, s.Peticeni (block B)

Boys	22
Girls	31
Pupils with disabilities	2
Total pupils	53
Teaching staff	11
Other staff	12
Total Staff	13

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the Design of the wastewater treatment plant (WWTP) and connection to both buildings sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for construction of sanitary groups in the space identified by the school administration (block A-classroom III 4.60x3.90m, block B-library). Ensure seamless connectivity with the Wastewater Treatment Plant (WWTP) to facilitate efficient management of wastewater from the sanitary facilities.
- Elaborate all documents needed to change the purpose of the library and classroom into sanitary groups.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

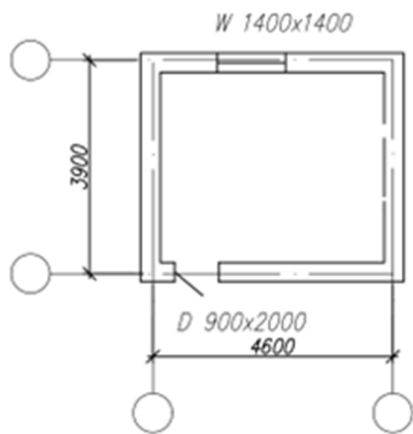


Photo 113 Available space in Block A

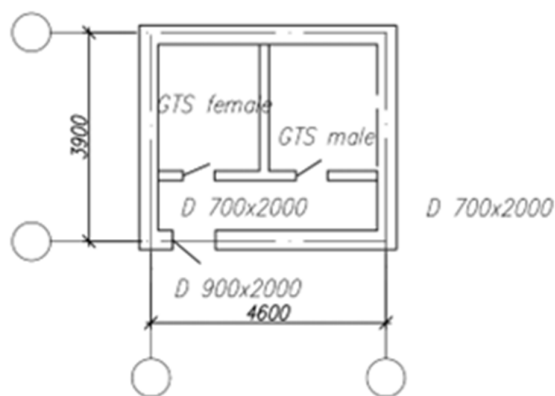


Photo 114 Proposed solution for available space in Block A

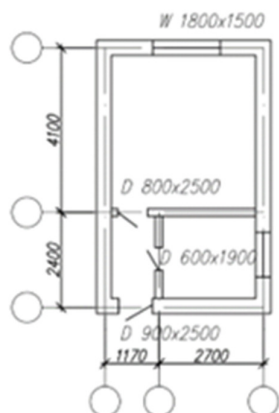


Photo 115 Available space in Block B

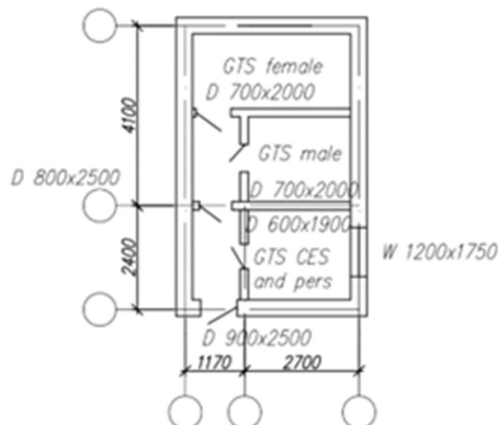


Photo 116 Proposed solution for available space in Block B

R. Calarasi, s. Pitusca, ID 67

The Public Institution "Pitusca Gymnasium" is designed as a 3-level building. The institution has been in operation since 1972 and was originally intended to serve as a school. It has external sanitary facilities and 8 indoor sanitary groups, 3 of which were renovated in 2019. However, due to an old sewerage system, these renovated groups are non-functional, while the remaining 5 indoor groups are used as storage. The ventilation system is old and non-functional. Students and staff currently use the external sanitary facilities located 200 meters away from the institution.

Table 11 Demographics of school r. Calarasi, s. Pitusca

Boys	131
Girls	161
Pupils with disabilities	0
Total pupils	292
Teaching staff	23
Other staff	16
Total Staff	39

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop detailed design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation of the sanitary group located within the building, alongside with the reparation of non-functional showers.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.

- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

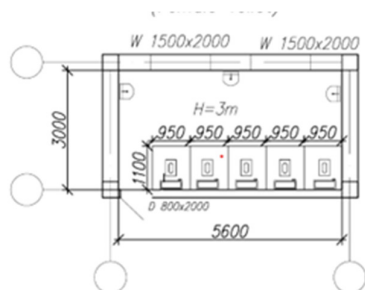


Photo 32 Sanitary block female, floor 1

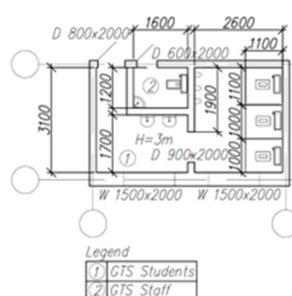


Photo 33 Sanitary block male, floor 1

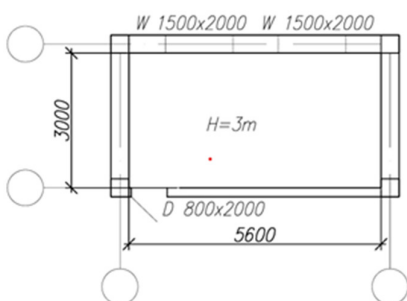


Photo 34 Sanitary block for female, floor 2

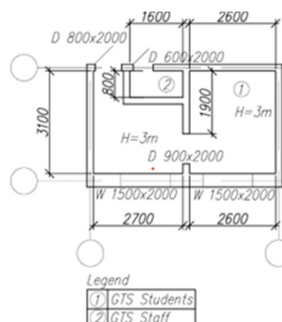


Photo 35 Sanitary block for male, floor 2

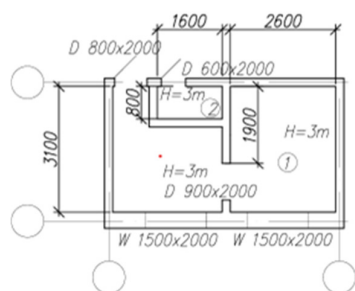


Photo 36 Sanitary block for male, floor 3

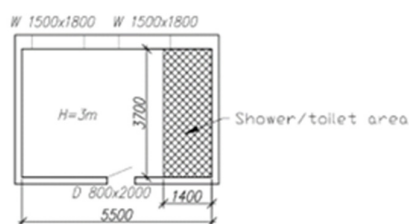


Photo 37 Female locker room with shower

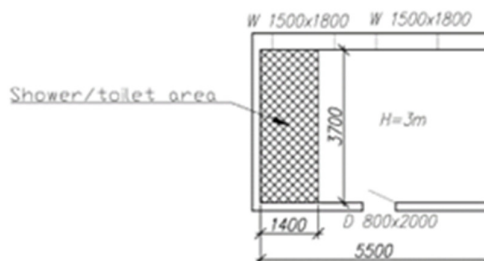


Photo 38 Female locker room with shower

R. Călărași, s.Bahmut, ID 108

The institution comprises a three-level building. The boys' sanitary facilities on the 1st floor consist of three stalls without doors, while the 2nd floor, designated for girls, has similar stalls without doors. The 3rd floor has a sanitary group for teachers. All sanitary groups have water connections, with hot water supplied by a boiler located on the 2nd floor. The sports hall lacks toilets and showers. In 2023, a cesspit tank for wastewater was constructed on the institution's premises. The canteen has five sinks, one of which is defective, and it lacks a sanitary group for technical staff. Ventilation is provided only through windows. The sanitary groups were renovated in 2018. Drinking water services are managed by the "Bahmut Communal Household" company, and wastewater disposal is handled by the "Sipotenii Communal Household"

company through emptying services. Water distribution points are in 12 classrooms, three sanitary groups, and the access area to the canteen.

Table 22 Demographics of school r.Călărași, s.Bahmut

Boys	71
Girls	108
Pupils with disabilities	5
Total pupils	179
Teaching staff	16
Other staff	12
Total Staff	28

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation of sanitary groups inside the building. Renovation of the sink and space inside the canteen is necessary. Refurbish sanitary group and shower cabin at sports hall.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

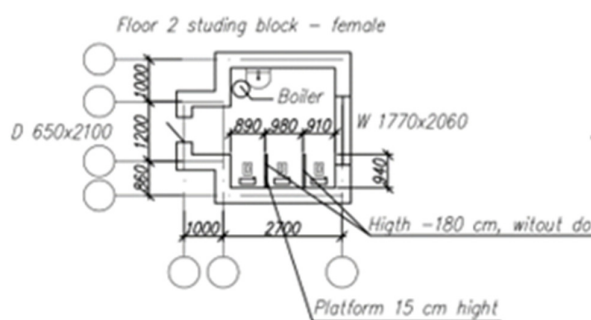


Photo 101 Sanitary block proposed

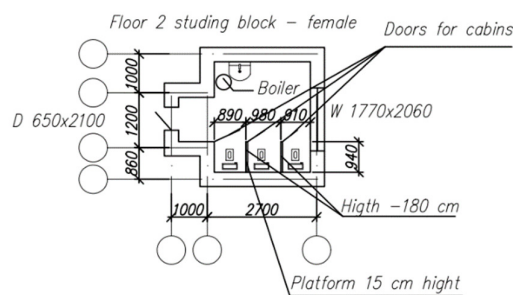


Photo 102 sanitary block proposed

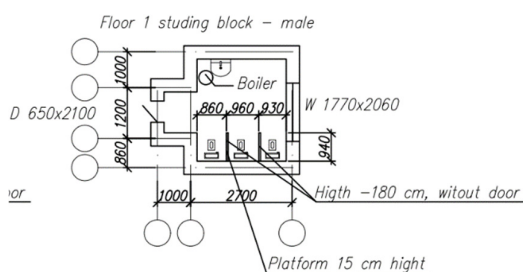


Photo 103 Sanitary block proposed

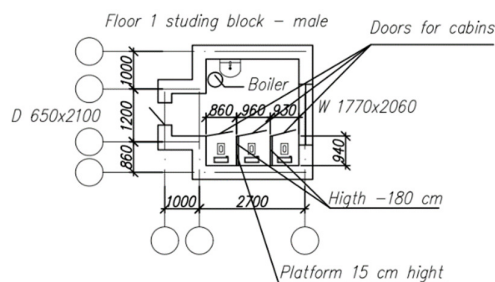


Photo 104 Sanitary block proposed

R.Dubăsari, s.Ustia, ID 70

The institution was constructed between 1970 and 1975 with an original design capacity for approximately 300 students, representing a typical example of standardized school architecture found throughout the Republic of Moldova. Levels 1 and 2 each feature two sanitary groups, while Level 3 has a single sanitary group. Additionally, the school includes a sports hall equipped with two locker rooms, each with separate showers designated for boys and girls.

The institution is connected to the local centralized water system but also has a shallow depth well on its premises. Wastewater from the building is discharged into a specially designed cesspool located onsite within the school's premises. Despite repair efforts undertaken on the sanitary groups at levels 1 and 2, these facilities fail to meet current accessibility standards. Other sanitary facilities of the building remain unrehabilitated and are utilized either as storage spaces or offices for auxiliary staff.

Table 29 Demographics of school r. Dubăsari, s.Ustia, ID 70

Boys	74
Girls	50
Pupils with disabilities	0
Total pupils	124
Teaching staff	
Other staff	
Total Staff	0

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for the rehabilitation of the sanitary groups located within the building on levels 1, 2 and 3, and for staff in canteen, establishment of a menstrual hygiene area.
- Design should include also the construction of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

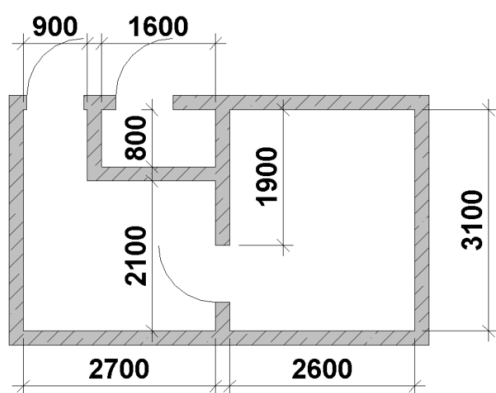


Photo 123 Sanitary block, level 1,2,3

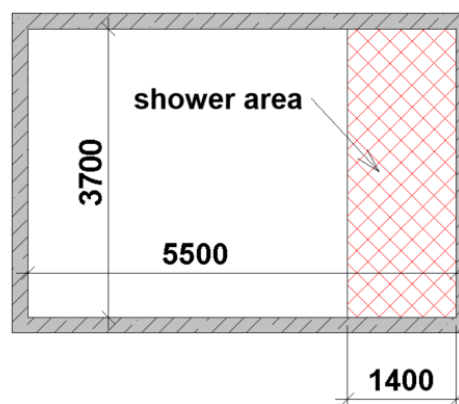


Photo 124 Showers sport hall

R. Criuleni, s. Ratuș, ID 15

The Public Gymnasium Ratus is a single-store building constructed between 1948 and 1956. The school's study block is divided into two wings. The west wing accommodates primary classes 1-4, while the east wing houses classes 5-9. Currently, sanitary groups are not available inside the school building. but are located on the school premises.

The school administration has identified a 30 m2 room suitable for repurposing to accommodate sanitary groups. This room is strategically positioned to connect the two wings of the school.

The institution is connected to the centralized water supply system, however, there is no centralized sewerage system in place. Wastewater is currently managed through collection in a tank.

Table 2 Demographics of school r. Criuleni, s. Ratus

Boys	81
Girls	68

Pupils with disabilities	3
Total pupils	149
Teaching staff	18
Other staff	9
Total Staff	27

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Elaborate the technical expertise and all necessary documentation to accommodate the proposed space for sanitary groups.
- Develop the design for construction of sanitary groups in the space identified by the school administration. Ensure seamless connectivity with the Wastewater Treatment Plant (WWTP) to facilitate efficient management of wastewater from the sanitary facilities.
- The design should address any structural and functional issues present in the sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

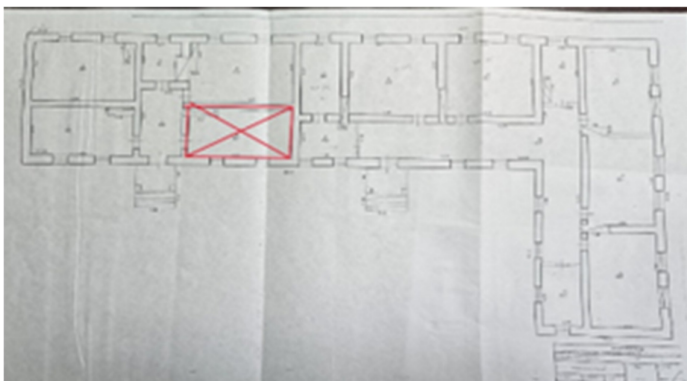


Photo 3 Proposed Space for sanitary bloc



Photo 4 Proposed Space for sanitary bloc

R. Criuleni, s. Cruglic, ID 53

The Public Institution Cruglic Theoretical High School represents a three-story building constructed in 1977 specifically for educational purposes. The school's study curriculum is organized into three levels: primary, middle school, and high school. The school operates on a single-shift schedule.

The sanitary facility currently consists of 10 indoor technical sanitary groups, out of which 4 were renovated in 2010. The remaining 6 sanitary groups are currently used for storage and archival purposes. Sanitary facilities on level 1 serve students across all three academic levels. Currently, there is no ventilation system installed within the building.

The institution is connected to a centralized water supply system, providing potable water through various distribution points. There are a total of 10 operational water distribution points throughout the school premises. Excreta and wastewater are discharged into a septic tank system.

Table 8 r. Demographics of school Criuleni, s. Cruglic

Boys	188
Girls	216
Pupils with disabilities	0
Total pupils	404
Teaching staff	36
Other staff	17
Total Staff	53

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation of the sanitary groups on levels 1, 2 and 3.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.

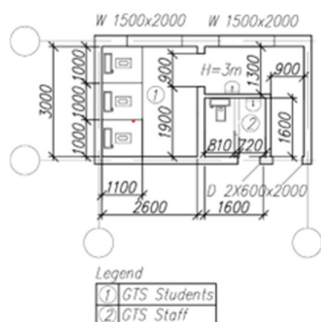


Photo 18 Sanitary block right wing floor 1,2,3

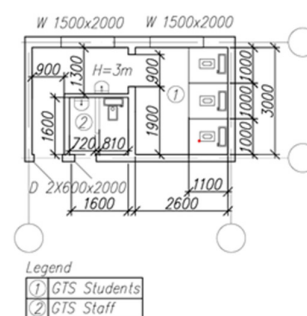


Photo 19 Sanitary block left wing floor 1,2

The school campus comprises three blocks: one dedicated to middle school students, second to primary school students, and an administrative block centrally located between them.

The school's sewage system utilizes a cesspit/tank located on-site, which undergoes periodic emptying.

The primary water source for the school is a well. None of the handwashing facilities on the premises are equipped with hot water.

Boys	176
Girls	160
Pupils with disabilities	0
Total pupils	336
Teaching staff	30
Other staff	21
Total Staff	51

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for renovation of the sanitary group located within the building, alongside with the reparation of non-functional showers.
- Design should include also the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

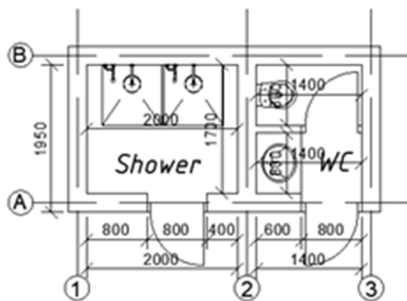


Photo 20 1st floor proposed male Sanitary group

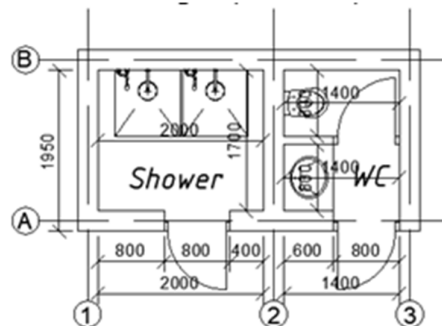


Photo 21 1st floor proposed female Sanitary group

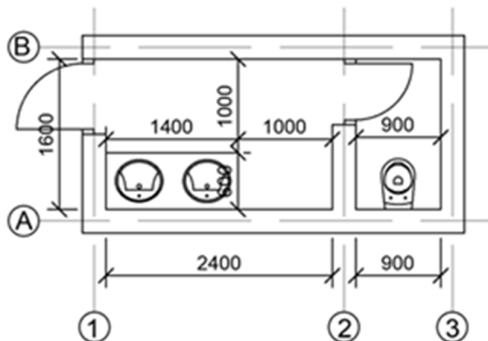


Photo 22 1st floor near sport hall to be considered WC for people with disability

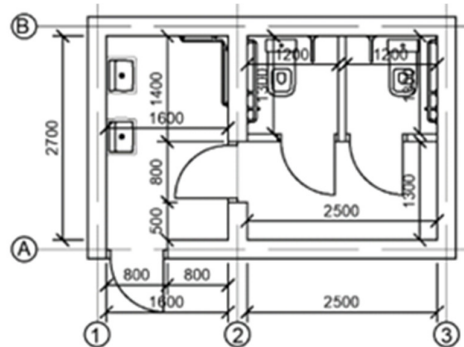


Photo 23 2nd floor considered WC for people with disability

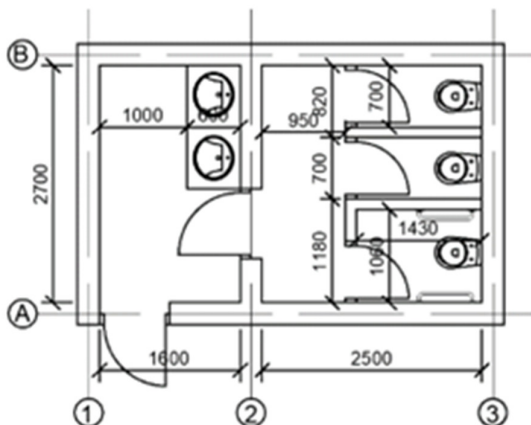


Photo 24 3d floor proposed female Sanitary group

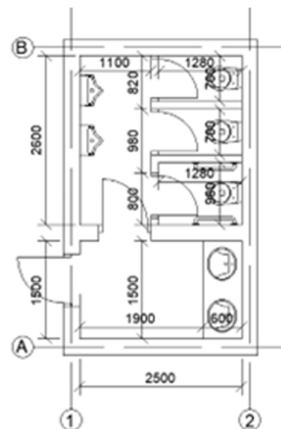


Photo 25 3rd floor proposed male Sanitary group

R. Criuleni, s. Slobozia-Dusca, ID 89

The institution was built for general education purposes but is currently used as a gymnasium. The sanitary groups in Block B, 1st floor, have been renovated. In both the renovated and following to be renovated sanitary groups, there is no ventilation system.

The wastewater is discharged into a tank located on the institution's premises. The renovated sanitary groups do not meet the standards for access by persons with disabilities. A sanitary group, recently renovated, is provided for kitchen staff. The kitchen is equipped with a grease separator.

Table 12 Demographics of school r. Criuleni, s. Slobozia-Dusca

Boys	116
Girls	105
Pupils with disabilities	0
Total pupils	221
Teaching staff	21
Other staff	13

Total Staff	34
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Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation of the sanitary group located within the building (levels -1 and 2), alongside with the reparation of non-functional showers.
- Design should include also the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

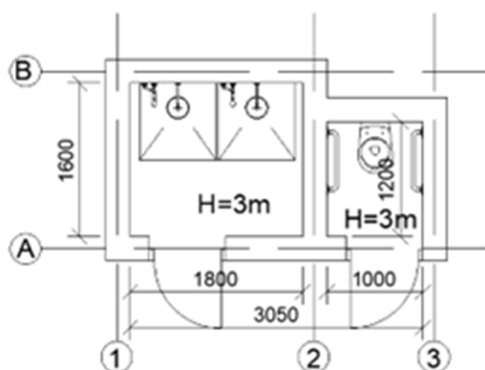


Photo 39 Proposed plan for male Sanitary group near sport hall, floor 2

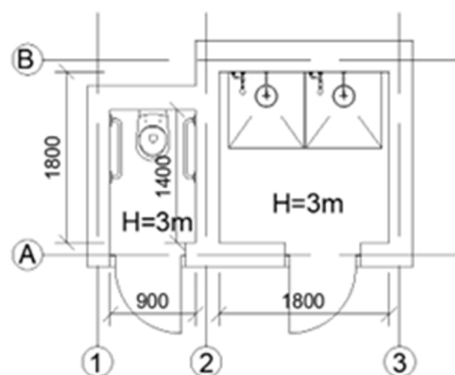


Photo 40 Proposed plan for female Sanitary group near sport hall, floor 2

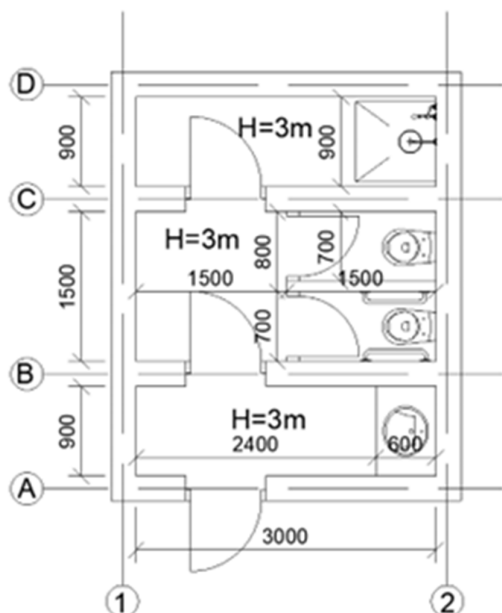


Photo 41 Proposed plan for Sanitary group near sport hall, floor -1

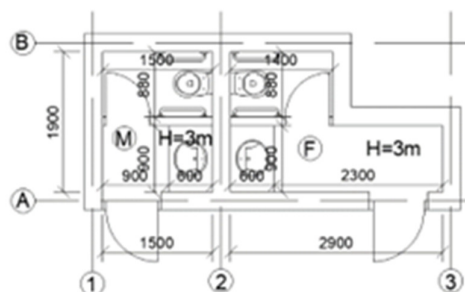


Photo 42 Proposed plan for female Sanitary group near sport hall, floor 2

R. Criuleni, s. Drasliceni, ID 118

The school building consists of a three-story block built in 1978. The school operates in a single shift, with a total number of 166 students, including 80 girls and 86 boys. In 2018, some of the toilets inside the building were repaired. There are a total of 17 toilets, out of which 10 are functional (repaired in 2018). The institution

is connected to a centralized water system but lacks connection to centralized sewage system. Wastewater is collected in a cesspit/tank and removed monthly by a specialized vehicle.

Table 5 Demographics of school r. Criuleni, s. Drasliceni

Boys	86
Girls	80
Pupils with disabilities	0
Total pupils	166
Teaching staff	19
Other staff	10
Total Staff	29

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation of the sanitary groups located one the 1st floor within the building.
- Design should also include the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

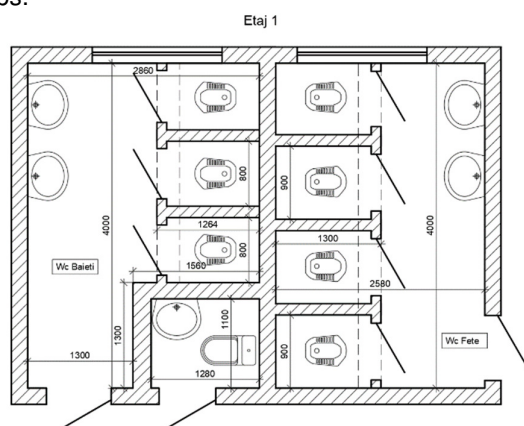


Photo 13 Proposed space for rehabilitation

R. Orhei, Jora de Sus, ID 19

The institution, originally constructed as a kindergarten and commissioned in 1989, has not undergone any sanitary facility renovations since its establishment. The water supply is sourced from a proximate local well, which was tested in September 2023 and complies with regulatory standards for potable water. However, there are no water filtration systems installed within the building. The building is equipped with two water distribution points, both strategically located in the corridor. These points feature five handwashing sinks, each providing both cold and hot water, supplied by integrated boiler systems. Additionally, the institution does not have showers or toilets specifically designated for the sports hall.

The institution lacks a centralized sewage system due to the absence of such infrastructure in the locality. There are no indoor functional sanitary groups available. Instead, students, teachers, and staff are required to use outdoor latrines. These latrines are deficient in privacy, heating during winter, and ventilation, and they emit an unpleasant odor.

Table 14 Demographics of school r. Orhei, Jora de Mijloc

Boys	70
Girls	57
Pupils with disabilities	1 pupil, 9 CES
Total pupils	127
Teaching staff	17
Other staff	7
Total Staff	24

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for rehabilitation and construction of the sanitary groups for the students and teaching staff located within the building.
- Design should include also the accommodation of sanitary groups for persons with limited mobility.
- The design project should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

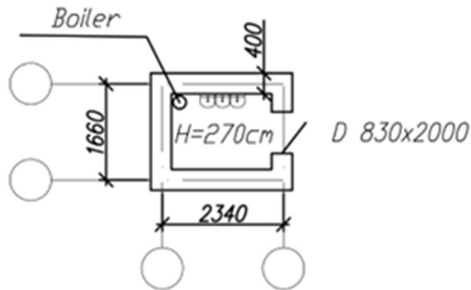


Photo 45 Sanitary block in canteen

Canteen-repaired and changed sink

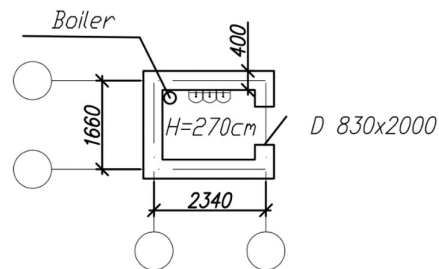


Photo 46 Sanitary block in canteen

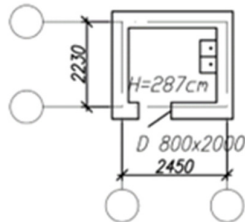


Photo 47 Sink in hall

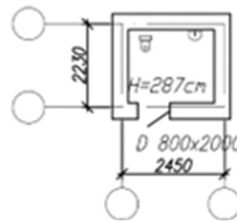


Photo 48 To be modified in sanitary block for staff

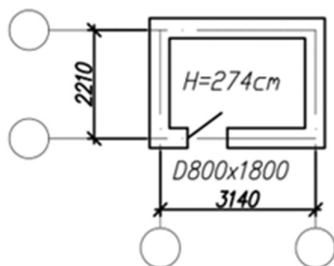


Photo 49 Sanitary block for kitchen staff

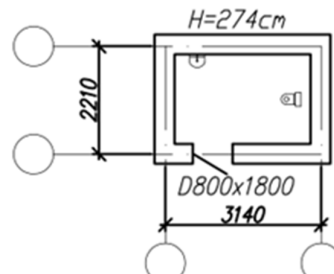


Photo 50 Sanitary block for kitchen staff

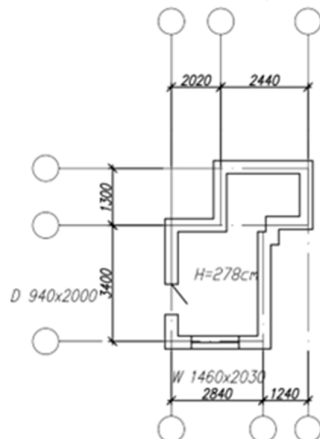


Photo 51 Sanitary block, floor 1, entrance from class 1 (current situation)

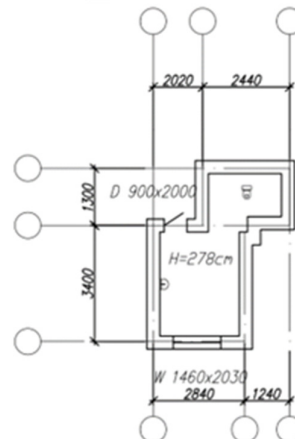


Photo 52 Sanitary block, floor 1 with another entrance (proposed plan)

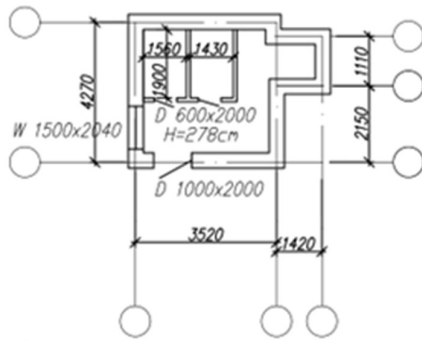


Photo 53 Sanitary block, floor 1, entrance from class 3 (current situation)

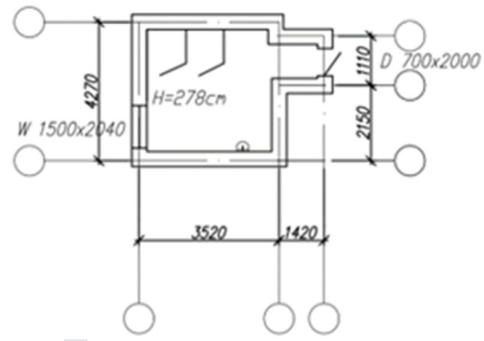


Photo 54 Sanitary block, floor 1 with another entrance (proposed plan)

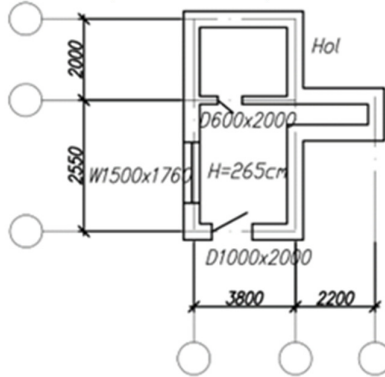


Photo 55 Sanitary block, floor 2, entrance from class 3 (current situation)

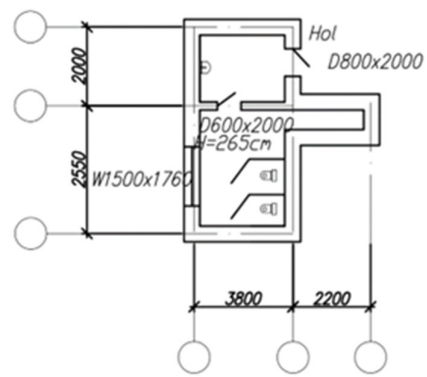


Photo 56 Sanitary block, floor 2 with another entrance (proposed plan)

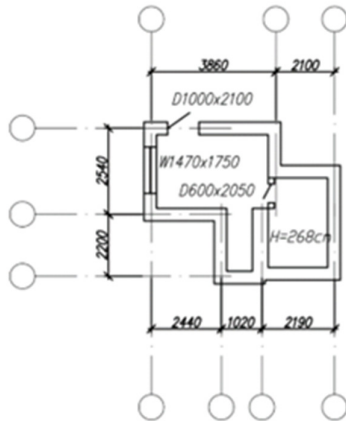


Photo 57 Sanitary block, floor 2, entrance from class 2 (current situation)

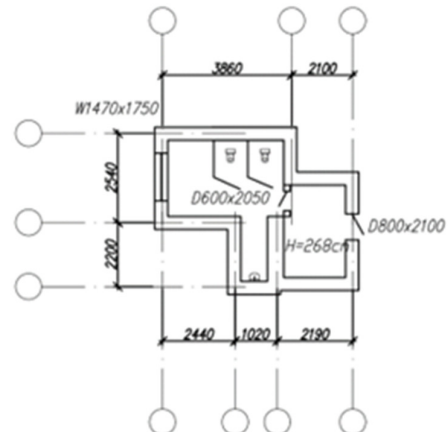


Photo 58 Sanitary block, floor 2 with another entrance (Proposed plan)

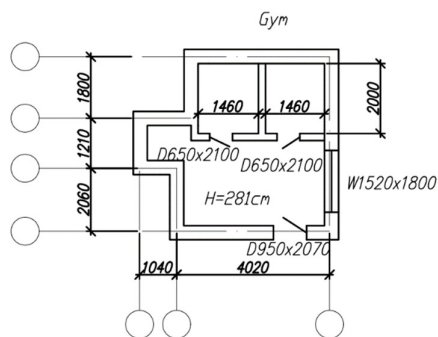


Photo 59 Sanitary block in gym, (current situation)

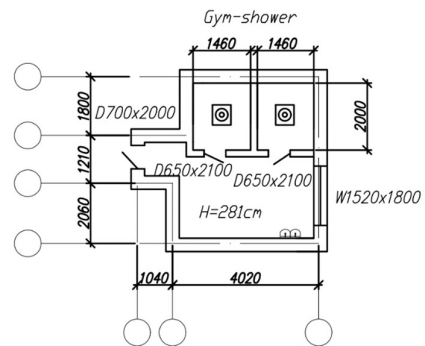


Photo 60 Sanitary block in gym, (proposed plan)

R. Orhei, s.Teleseu, ID 21

The institution's infrastructure lacks indoor sanitary facilities and operates without a functional sewage system. Despite being connected to the local centralized water supply system, the water quality assessment conducted at the beginning of the school year confirms its suitability primarily for technical use. As a precaution, drinking water is sourced in bottled form. Water filtration systems are installed exclusively within the kitchen area.

Handwashing facilities are located near the dining hall, comprising a total of eight sinks equipped with hot water installations.

Students and staff make use of external toilets that do not meet adequate sanitary standards.

Table 27 Demographics of school r.Orhei, s.Teleseu

Boys	59
Girls	65
Pupils with disabilities	0
Total pupils	124
Teaching staff	16
Other staff	5
Total Staff	20

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for construction of sanitary facilities in the designated area identified by the school administration, specifically the hall adjacent to the dining room. The design must ensure seamless integration with the existing Wastewater Treatment Plant (WWTP) for efficient wastewater management.
- Design should include also the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing spaces. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

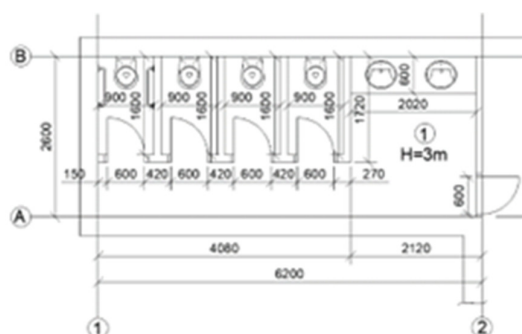


Photo 117 Proposed female sanitary block, floor 1

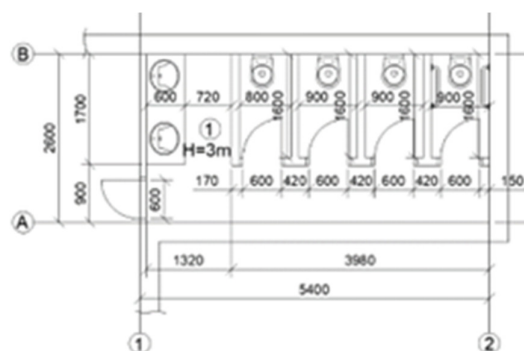


Photo 118 Proposed male sanitary block, floor 1

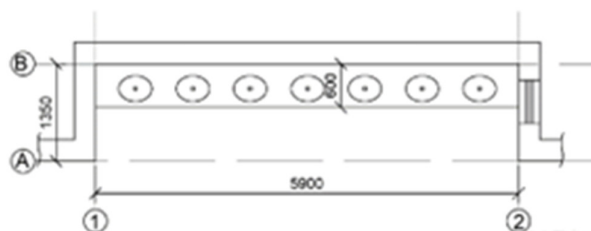


Photo 119 Handwashing point

R. Hincesti, s. Lapusna, ID 48

The school complex comprises a three-story main block and two single-story auxiliary blocks constructed in 1970. The institution operates a single-shift system, serving a total of 444 students (221 girls and 223 boys).

The school is connected to the centralized water supply system. However, it is not connected to a centralized sewerage system. Wastewater is collected in a cesspit/tank, which is serviced bi-monthly by a specialized vehicle. While the route for the central sewerage system has been planned, its completion is pending due to the incomplete central sewerage network for the village.

The school has a total of 18 toilets, of which only 14 are currently functional. The sanitation facilities, particularly near the sports hall, require significant repairs, including the replacement of doors and the comprehensive rehabilitation of the shower areas.

Adjacent to the canteen, the mixer taps at the sinks need replacement to ensure proper hygiene standards. Additionally, there is a requirement to install toilets specifically for staff use.

The school also features a dormitory block for students, which includes two sanitary groups (one for girls and one for boys). To enhance privacy, it is necessary to install individual lockable doors for the toilets in the dormitory.

Table 7 Demographics of school r. Hincesti, s. Lapusna

Boys	223
Girls	221
Pupils with disabilities	1
Total pupils	444
Teaching staff	36
Other staff	22
Total Staff	58

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for constructing sanitary facilities dedicated to the teaching staff. These facilities will be situated adjacent to the canteen area within the school building. Additionally, the project includes repairs to non-functional showers located in the sports hall.
- Design should include also the accommodation of sanitary groups for persons with limited mobility.
- The design will address the spatial requirements and functional needs of the sanitary group, ensuring compliance with health and safety standards. It will incorporate efficient plumbing layouts and appropriate fixture selections to accommodate the anticipated usage by teaching staff. Special attention will be given to accessibility features, ensuring inclusivity for individuals with disabilities.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.



Photo 16 Space for sanitary block



Photo 17 Space for sanitary block for staff

Sanitary Facilities: The sanitary blocks within the schools, both those already renovated and those scheduled for renovation, follow an oriental design type. However, they do not comply with accessibility standards for persons with reduced mobility. Thus, will be necessary to accommodate separate sanitary groups for persons with limited mobility. Specifically, at levels 1 and 2, there is inadequate privacy and a lack of segregation measures between genders.

Water Supply: Water for the school is drawn from an on-site shallow well and undergoes annual testing for potability and technical suitability. The water is filtered to improve its quality.

Sewage System: The school's sewage system is connected to a damaged cesspit on the premises. This cesspit suffers from inadequate maintenance and lacks a regular emptying schedule. The aging sewage networks throughout the school require renovation to address capacity and structural deficiencies.

Hot Water Availability: Hot water is available for handwashing facilities throughout the school.

Ventilation Systems: Ventilation systems are conspicuously absent in both the renovated and existing sanitary blocks.

Additional Sanitary Facility: An external sanitary facility has been constructed outside the main school building to accommodate increased usage demands.
additional usage demands.

Table 1 Demographics of school r. Ialoveni, s. Ulmu

Boys	114
Girls	98
Pupils with disabilities	0
Total pupils	212
Teaching staff	20
Other staff	10
Total Staff	30

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for constructing additional sanitary facilities. The current number of toilets for boys is inadequate; there is a requirement for 6 cabins, whereas only 4 are presently available. The design phase must encompass all necessary engineering networks. Space for the additional facilities will be allocated from an adjacent room.
- Design should also include the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

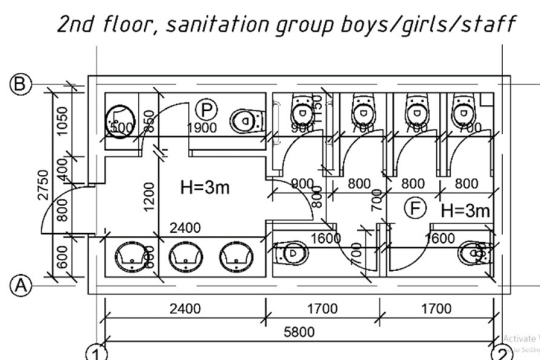


Photo 1 Current Space

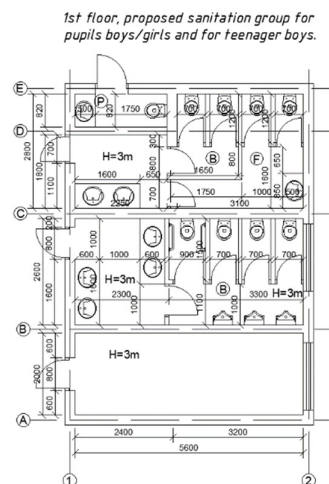


Photo 2 Current+Proposed Space for renovation

R. Dubăsari, s.Ustia, ID 70

The institution is constructed between 1970 and 1975, initially designed to be a school with a capacity of approximately 300 students. This school represents a typical example of the standardized series found throughout the territory of the Republic of Moldova. On levels 1 and 2, there are two sanitary groups, while on level 3, there is a single sanitary group. Additionally, the school includes a sports hall equipped with two locker rooms, complete with separate showers for boys and girls. The institution is supplied with water from the local centralized network but also has a shallow depth well on its premises. The wastewater is discharged into a specially designed cesspool on the premises. Although the sanitary groups on levels 1 and 2 have undergone repair works, they do not meet the required accessibility standards. Other blocks have not been rehabilitated and are used either as storage rooms or offices for auxiliary staff.

Table 29 Demographics of school r. Dubăsari, s.Ustia, ID 70

Boys	74
Girls	50
Pupils with disabilities	0
Total pupils	124
Teaching staff	
Other staff	
Total Staff	0

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the Design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities.
- Develop the design for the rehabilitation of the sanitary groups located within the building on levels 1, 2 and 3, and for staff in canteen, accommodation of a menstrual hygiene cabin.
- The design should also include the construction of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

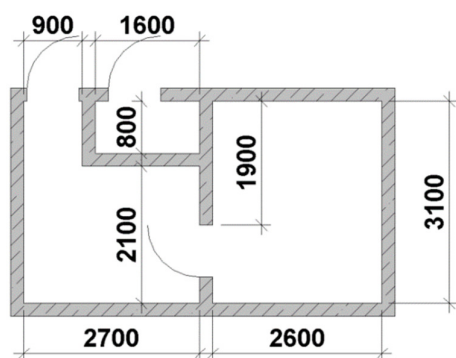


Photo 123 Sanitary block, level 1,2,3

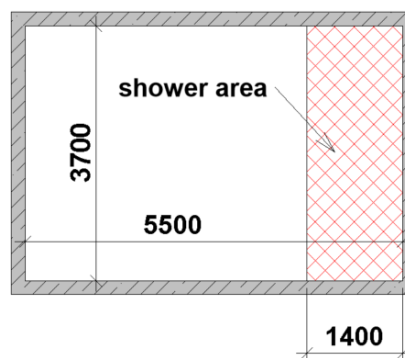


Photo 124 Showers sport hall

R.Dubăsari, s.Malovata, ID 114

The school represents a building constructed in the 1970s-1980s, initially designed to function as a school with a capacity of approximately 500 students. In 2021, repair works were carried out on the sanitary groups located on levels 1 and 2, but those on level 3 remained for a later phase. Additionally, in the institution's canteen, there are sanitary groups designated for staff, which require renovations. In the sports hall, there are separate showers for boys and girls, which were also renovated in 2021, but are not functional due to the lack of hot water and electricity. The institution's wastewater is discharged into a cesspool located on

its premises. On level 1, there is also a restroom block intended for auxiliary staff, which has not undergone any repair interventions since the institution's commissioning.

Table 28 Demographics of school r.Dubăsari, s.Malovata, ID 114

Boys	84
Girls	92
Pupils with disabilities	0
Total pupils	176
Teaching staff	
Other staff	
Total Staff	34

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities. Connection of locality water pipeline to the institution water supply system.
- Develop the design for rehabilitation of the sanitary groups on level 3 and 1 for auxiliary staff and canteen staff.
- Design should also include the accommodation of sanitary groups for persons with limited mobility.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

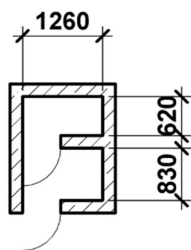


Photo 120 Sanitary block for staff in canteen

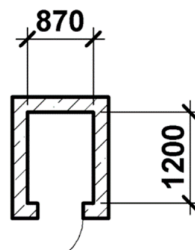


Photo 121 Sanitary block for staff in canteen

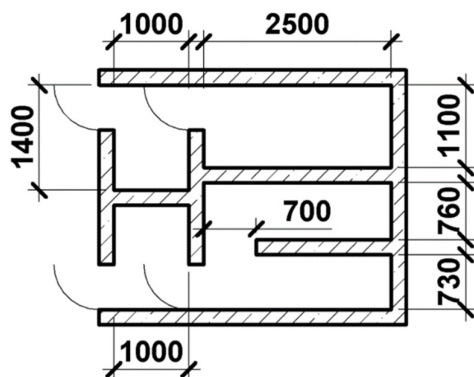


Photo 122 Sanitary block for staff level 1

R. Sîngerei, s. Heciul Nou, ID 94

The school comprises 3 story building with a sports hall and cafeteria on a single level.

Rehabilitation works of sanitary groups were conducted in 2013, mainly on 2nd floor. The girls and boys sanitary groups have a total of 2 cubicles and 2 sinks each. Staff and teachers' sanitary group have 1 cubicle and 1 sink. These sanitary groups lack hot water and require improvements as: paper holders and soap dispensers, replacement of faucets, installation of heating and ventilation system, hand dryers. The sanitary groups and showers in the sports hall have been renovated in 2013, yet require additional ventilation system, heating system, proper lighting, and repairs to walls and ceiling. The total number of toilet cubicles is 7 (2 for girls, 2 for boys, 1 for staff, 1 for boys in sports hall locker room, 1 for girls sports hall in locker

room). There are no sanitary groups for students with limited mobility. The sports hall is equipped with showers and sanitary groups that require repairs and equipment installation. There are no cabins for disposal of menstrual hygiene products. The lighting system does not meet standards, also only natural ventilation available.

Hot water is available at the sinks located in the cafeteria area, with 4 sinks designated for handwashing supplied by a boiler system. Water testing conducted in August 2023 resulted to not meet minimum sanitation requirements and is used as technical water. There are no water filtration facilities. Drinking water is provided in bottles placed in classrooms and the methodical center. There are 11 handwashing installations (2 sinks for boys' sanitary group, 2 sinks for girls' sanitary groups, 1 sink for staff sanitary group, 1 sink for boys in the sports hall, 1 sink for girls in the sports hall, and 4 sinks located in the cafeteria). Handwashing installations are not accessible to children with reduced mobility due to the lack of access ramps and guiding bars. Additionally, handwashing installations are not easily accessible to younger children due to inappropriate sink height.

The locality lacks a centralized sewage system. Wastewater is collected into a cesspit built in 2013 and emptied 2-3 times per month.

Table 8 Demographics of school, r. Sîngerei, s. Heciul Nou

Boys	93
Girls	106
Pupils with disabilities	5 CES
Total pupils	199
Teaching staff	15
Other staff	15
Total Staff	30

Particular recommendations to take into consideration for selected location (but not limited to these):

- Develop the design of the wastewater treatment plant (WWTP) and connection to building sewerage system to ensure efficient treatment of wastewater from the sanitary facilities. Including connection of wastewater and water pipes for constructed sanitary groups.
- Develop the design for construction/rehabilitation of sanitary groups for kitchen staff including all installation and pipe connections.
- Develop the design for construction of sanitary groups, space taken from the old medical cabinet currently used as a storage area for the boy's sanitary groups with a total of 6 toilet cubicles, installation of 4 sinks, soap and toilet paper holders, mirror installation, ventilation system, lighting, heating, water, and sewage, roof repair.
- Design should also include accommodation of sanitary groups for students with limited mobility including all installations and pipe connections.
- Design will also include the renovation of sanitary facilities located on the 2nd floor, catering to staff and separate facilities for boys and girls. The design will include all necessary installations, including provisions for menstrual hygiene accommodations. Additionally, handwashing facilities adjacent to the dining area will be incorporated into the design. Sanitary facilities within the sports hall will also undergo renovation to accommodate the needs of both boys and girls, including all requisite installations.
- Investigate the need and possible solutions for water filters installation for drinking water.
- The design should address any structural and functional issues present in the existing sanitary facilities. Considerations should include upgrading plumbing systems, renovating fixtures and fittings, improving ventilation and lighting, ensuring accessibility for persons with disabilities, and adhering to relevant building codes and regulations.
- Additionally, prioritize the use of sustainable and durable materials to enhance the longevity and efficiency of the rehabilitated sanitary groups.

