United Nations Children's Fund
UNICEF
31 August 1989 Str., No. 131
CHISINAU MD-2012
Rep of Moldova

Telephone
Facsimile
Email chisinau@unicef.org

REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2026-9207351 **16 November 2026**

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Technical Assistance to Consolidate and Sustain Gains from the Social Assistance Reform RESTART

unicef

THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By: Radu Bradescu Digitally signed by Radu Bradescu Date: 2026.11.16 14:39:37 +02'00'

_____ **Date:** _____

Radu Bradescu
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email : rbradescu@unicef.org

Approved By: Tatiana Ribac Digitally signed by Tatiana Ribac Date: 2026.11.16 15:18:43 +02'00'

_____ **Date:** _____

Tatiana Ribac

unicef

BID DECLARATION FORM

This Bid Declaration Form must be completed, signed and returned to UNICEF.

Proposal must be made in accordance with the instructions contained in this document.

TERMS AND CONDITIONS OF CONTRACT
Any contract resulting from this solicitation shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in the solicitation documents.

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

The Undersigned, having read the Terms and Conditions of Solicitation No **LRPS-2026-9207351** 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 Discount 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 the following:

1.	Has the Company or its Management[1] 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] (Note that "Management" means any person having powers of representation, decision-making, or control over the Company, including executive management, board members, and controlling shareholders.)

2.	Has the Company or its Management been found guilty pursuant to a final judgment or a final administrative decision of grave professional misconduct?	☐	☐
3.	Are the Company or its Management: 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.	Has the Company or its Management 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.	Has the Company or its Management 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 *(creating a shell company)?*	☐	☐
6.	Has the Company or its Management 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) above *(being a shell company)?*	☐	☐

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

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

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

By signing and submitting this Bid Declaration Form, the Company acknowledges that it has read and understood the terms and conditions set out in the solicitation documents and agrees to comply with them, except for any qualifications, exceptions or proposed deviations expressly identified in its bid submission. Any such qualifications, exceptions or proposed deviations must be clearly stated at the time of bid submission and will be taken into account during UNICEF's evaluation of the bid. Any qualifications, exceptions or proposed deviations not disclosed in the bid submission by the applicable submission deadline may render the bid non-responsive and may not be considered by UNICEF during contract finalization. UNICEF reserves the right to reject or disregard any qualifications, exceptions or proposed deviations raised for the first time after the bid submission deadline.

Declaration and Signature

Signature: _____

Date: _____

Name and Title: _____

Company Name: _____

UNGM #: _____

Postal Address: _____

Email: _____

unicef

Item	Service Description	Quantity	Unit	Unit Price	Price
10	**Inst Cons_RESTART sustainability**				
	Inst Cons_RESTART sustainability	1	PU		

SPECIAL NOTES

PART I - PURPOSE OF THIS REQUEST FOR PROPOSALS FOR 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 Services ("RFPS"), detailed in the Terms of Reference attached at Annex B, is to select a qualified company to provide **Technical Assistance to Consolidate and Sustain Gains from the Social Assistance Reform RESTART**

2.2 This RFPS document is comprised of the following:
- This document
- The UNICEF General Terms and Conditions of Contract (Services) which are attached as Annex A to this document
- The full Terms of Reference attached as Annex B to this RFPS

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 at rbradescu@unicef.org that they have received this RFPS.

1.2 Instructions for proposal submission:

E-mailed submissions:
Proposals should be submitted in ENGLISH and must be received not later than 23:59 (EET) on 07 December 2026, in one separate e-mail for the Technical Proposal containing a scanned copy of the duly signed and dated Technical Proposal with the e-mail subject "LRPS-2026-9207351 Technical", and another separate e-mail for the Price Proposal containing a scanned copy duly signed and dated with the e-mail subject "LRPS-2026-9207351 Financial". All offer files should be enclosed in the email, offers submitted as links to external file sharing platforms will be rejected.
Failing to specify RFPS number in subject line may lead to the offer not being opened for evaluation.
The duly signed REQUEST FOR PROPOSAL FOR SERVICES FORM (pages 3-5 from this document) must be attached to the Technical Proposal e-mail. Incomplete proposals will be rejected.

The official address for e-mail submission will be **chisinautenders@unicef.org.**

The e-mail sent shall be free from viruses and corrupted files. Max. File Size per transmission:

20 MB. Large offers can be split and sent in multiple emails, marked accordingly.
Please note that submissions received after 23:59 EET, 07 December 2026 will not be considered for opening and evaluation.

1.3 Questions from Proposers. Proposers are required to submit any questions in respect of this RFPS by email to Radu Bradescu at rbradescu@unicef.org. The deadline for receipt of any questions is two working days before the application deadline, COB.
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 posted on the UNICEF website.
Usually the questions received will be anonymized and posted, together with the replies, on the UN.md and UNGM.org webpages this announcement is published on.

1.4 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 that 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 Submission Deadline. The deadline for submission of proposals is as follows:
07 December 2026, 23:59(EET).
Any proposals received by UNICEF after the Submission Deadline will be rejected.

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

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

3. Validity of proposals; Modification and Clarifications; Withdrawal

3.1 Validity Period. Important!
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Proposers must indicate the validity period of their Proposal. Due to a mandatory UNICEF requirement, proposals should be valid for a period of one hundred and twenty (120) days after the Submission Deadline.
****

A Proposal valid for a shorter period of time shall not be further considered.

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, faxed 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:
- 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
- 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.
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 this 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 standard UNICEF Contractual Provisions and the UNICEF General Terms and Conditions of Contract (Services) for the supply of services publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html;
- Review the UNICEF policies publicly available on the UNICEF Supply website: http://www.unicef.org/supply/index_procurement_policies.html.
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 (Bid Form) must be submitted along with the Technical Proposal. The Request for Proposal for Services Form must be signed by a duly authorized representative of the Organization/Company.

Please provide in the Bid Form the United Nations Global Marketplace (UNGM) vendor number, if available. To register the company in the UNGM, please follow the simple registration process detailed at https://www.ungm.org/Public/Pages/RegistrationProcess. Although the required registration is ‘Basic Level’, all UNICEF vendors are encouraged to register at ‘Level 1’ in order to provide the certificate of registration/incorporation.
5.6 If answer sheets are provided by UNICEF then these must be completed by the Proposer.
5.7 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFPS, paying particular attention to its Terms of Reference/Statement of Work

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 OR IN THE BID FORM.

5.8 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the Terms of Reference/Statement of Work for this RFPS.
5.9 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.

5.10 Check-list for proposal preparation:

- Separate e-mails/envelopes for Technical and Price proposals.
- Request for Proposals for Services Form filled and signed (pag.3-5).
- Request for Proposals for Services Form included in the Technical Offer e-mail/envelope.
- All Technical/Price Offers files included in the email, no external links.
- Proposals are clearly marked with the RFPS number: LRPS-2026-9207351 in the email title or on the envelope.
- Joint venture/consortium/subcontractor arrangements are addressed in the Technical Proposal.
- Delivery arranged before the deadline.
- Validity period of the proposal- at least 120 days.
- Proposal sent to the official tender e-mail address: chisinautenders@unicef.org, no other UNICEF e-mails in cc.

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 return all such RFPS Materials to UNICEF, or 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 expert 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 PROPOSALS

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.
Weighted scoring 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, based on the following criteria:

Overall response - 5 maximal points
Company and key personnel - 35 maximal points
Proposed Project Methodology and Approach - 30 maximal points

Total Maximum Technical Score - 70 Points

Only Proposals which receive a minimum of 50 points will be considered for further evaluation.

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.

1.6 Limited company evaluation. During the selection process, UNICEF may conduct a limited company evaluation as part of the standard internal procedure. In this regard, the bidder may be requested the latest audited financial statements with comparative figures for the two most recent years, the certificate of registration and UNGM vendor number.

2. General Terms And Conditions Of Contract (Services)
2.1 UNICEF's General Terms and Conditions of Contract (Services) will apply to any contract(s) awarded in connection with this RFPS. By signing the Request for Proposal for Services Form, each Proposer is deemed to have confirmed its acceptance of the UNICEF General Terms and Conditions (Services). The Proposer understands that if it proposes any amendments or additional terms to the UNICEF General Terms and Conditions (Services), these must be clearly detailed in the Proposal and may negatively affect the evaluation of the 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 work. 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/Statement of Work.
1.3 Currency.
(a) The currency of the Proposal shall be in MDL or USD. 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, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. 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 the work. 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 products which may be offered by themselves, but originate from another supplier and/or country. Further, 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 Experts. If so required in the Terms of Reference/Statement of Work each key expert profile requested in the Terms of Reference/Statement of Work must sign an exclusivity and availability statement. The purpose of Exclusivity and Availability Statement is as follows:
(a) The key experts 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 expert 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/Statement of Work and the Proposal.
Having selected a Proposal partly on the basis of an evaluation of the key experts presented in the Proposal, UNICEF expects the contract to be executed by these specific experts. 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 expert 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 an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

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:

(i) Those that were undertaken together by the joint venture; and
(ii) 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 individual 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.

3. Liquidated Damages
3.1 Liquidated damages. Any contracts awarded in connection with this RFPS will include the following clause on liquidated damages:
"In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Services), if the Contractor fails to provide the Services or the Deliverables in accordance with the time schedule set out in the Contract, or if UNICEF determines that the Services or Deliverables do not conform to the requirements of the Contract, UNICEF may claim liquidated damages from the Contractor and, at UNICEF's option, the Contractor will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Contractor's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Contract Fee for the delayed Services and Deliverables for each day of delay, or in the case of a Fee calculated on a time-based rate, one half of one per cent (0.5%) of the time-based rate for all the Contractor Personnel required to provide the relevant Services or Deliverables, until performance of conforming Services or delivery of conforming Deliverables, up to a maximum of ten per cent (10%) of the value of the Contract. The payment or deduction of such liquidated damages will not relieve the Contractor from any of its other obligations or liabilities pursuant to the Contract."

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 choses 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 http://www.unicef.org/supply/index_procurement_policies.html. 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.

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INSTRUCTION TO PROPOSERS

1. MARKING AND RETURNING PROPOSALS

1.1 Proposals shall be submitted in the manner specified earlier in this solicitation document. Detailed submission guidance at paragraphs 1.7, 1.8 and/or 1.9 should then be followed accordingly.

1.2 The Bid Form/Request for Proposal for Services Form must be signed, and submitted together with the Proposal. The Bid Form/Request for Proposal for Services Form should be signed by the duly authorized representative of the submitting company.

1.3 Proposals must be clearly marked with the RFP(S) number and the name of the company submitting the Proposal.

1.4 Proposers should note that Proposals received in the following manner will be invalidated:

a) with incorrect (as applicable) postal address, email address or fax number;
b) received after the stipulated closing time and date;
c) failure to quote in the currency(ies) stated in the RFP(S);
d) in a different form than prescribed in the RFP(S).

1.5 Technical Proposal: The Technical Proposal should address the criteria and requirements outlined in this RFP(S), paying particular attention to its schedules/Terms of Reference/Statement of Work and its evaluation criteria. It is important to note that UNICEF actively welcomes innovative proposals and original solutions to the stated service/goods need.

NO PRICE INFORMATION SHOULD BE CONTAINED IN THE TECHNICAL PROPOSAL.

1.6 Price Proposal: The Price Proposal should be prepared in accordance with the requirements contained in the schedules/Terms of Reference/Statement of Work for this RFP(S).

1.7 Sealed Proposals (as applicable)

1.7.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.7.2 The Proposal must be sent for the attention of unit/team and address as specified in this RFP/RFPS. Proposals not sent in this manner will be disqualified.

1.7.3 They must be clearly marked as follows:

* Outer sealed envelope:
Name of company
[RFP(S) NO.]
[NAME OF UNIT & UNICEF OFFICE ADDRESS]

* Inner sealed envelope - Technical Proposal (1 original and 2 copies): Name of company, RFP(S) number - technical proposal

* Inner sealed envelope - Price Proposal (1 original and 2 copies): Name of company, RFP(S) number - price proposal

No price information should be provided in the Technical Proposal.

Proposals received in any other manner will be invalidated.

1.7.4 In case of any discrepancy between an original and a copy, the original will prevail.

1.7.5 Any delays encountered in the mail delivery will be at the risk of the Proposer.

1.8 Faxed Proposals (as applicable)

1.8.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.8.2 Faxed Proposals must be returned to the ONLY ACCEPTABLE FAX NUMBER for Proposals as specified in this RFP(S) Document. Proposers should note that Proposals received at any other fax number will be invalidated.

No price information should be provided in the Technical Proposal.

1.9 E-mailed Proposals (as applicable)

1.9.1 See paragraph 1.1 above concerning applicability of this paragraph.

1.9.2 All e-mailed Proposals must be submitted to the ONLY ACCEPTABLE E-MAIL ADDRESS as specified in this solicitation document. No other recipient should be "Cc" or "Bcc" in the e-mail submission. Proposals not sent in this manner will be disqualified.

1.9.3 All Proposals submitted by e-mail must be submitted as email attachments. The Technical Proposal and Price Proposal must be sent as separate attachments and clearly indicated as such in the file name (e.g. Company ABC Technical Proposal, Company ABC Price Proposal). Email links (e.g. to documents to be downloaded from cloud based folders) are not acceptable unless otherwise specifically requested. Proposals submitted as a link or through a link will be invalidated.

2. OPENING OF PROPOSALS

2.1 Proposals received prior to the stated closing time and date will be kept unopened. UNICEF will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

2.2 UNICEF will accept no responsibility for the premature opening of a Proposal which is not properly addressed or identified.

2.3 In cases when a Public Opening is held, the invited proposers, or their authorized representative, may attend the public Proposal opening at the time, date and location specified in the RFP(S) documents.

3. UNGM REGISTRATION

3.1 UNICEF is part of the United Nations Global Marketplace(UNGM). Accordingly, all proposers are encouraged to become a UNICEF vendor by creating a vendor profile in the UNGM website: www.ungm.org

4. AWARD NOTIFICATION

4.1 UNICEF reserves the right to make a public notification of the outcome on an RFP(S) advising product/service, awarded supplier and total value of award.

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ANNEX A
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS OF CONTRACT (Services)

Definitions and UNICEF Supply Website

1.1 In these General Terms and Conditions (Services), the following terms have the following meaning:

"Affiliates" means, with respect to the Contractor, any of its corporate affiliates or associates, including parent entities, subsidiaries, and other entities in which it owns a substantial interest.

"Confidential Information" means information or data that is designated as confidential at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible form or disclosed orally, and information, the confidential or proprietary nature of which, is or should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the services contract that incorporates these General Terms and Conditions of Contract (Services). It includes contracts for services issued by UNICEF, whether or not they are issued under a long-term arrangement or similar contract.

"Contractor" means the contractor named in the Contract.

"Deliverables" means the work product and other output of the Services required to be delivered by Contractor as part of the Services, as specified in the relevant section of the Contract.

"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.

"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.

"Fee" is defined in Article 3.1.

"Host Government" means a Government with which UNICEF has a programme of development cooperation, and includes a Government of a country in which UNICEF provides humanitarian assistance.

Contractor's "Key Personnel" are: (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 (iii) individuals who are designated as key personnel by agreement of the Contractor and UNICEF during negotiations.

"Parties" means the Contractor and UNICEF together and a "Party" means each of the Contractor and UNICEF.

Contractor's "Personnel" means the Contractor's officials, employees, agents, individual sub-contractors and other representatives.

"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) that such breach or compromise 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 or End Users to access the UNICEF Data.

"Services" means the services specified in the relevant section of the Contract.

"UNICEF Data" means any and all information or data in digital form or processed or held in digital form that (a) are provided to the Contractor by, or on behalf of, UNICEF and/or End Users under the Contract or through UNICEF's and/or End Users' use of the Services or in connection with the Services, or (b) are collected by the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access webpage available at http://www.unicef.org/supply/index_procurement_policies.html, as may be updated from time to time.

1.2 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combatting Fraud and Corruption, UNICEF's Policy on Safeguarding (as updated from time to time), the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as other policies applicable to the Contractor, are publicly available on the UNICEF Supply Website. The Contractor represents that it has reviewed all such policies as of the effective date of the Contract.

2. Provision of Services and Deliverables; Contractor's Personnel; Sub-Contractors

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will 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 under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, 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 fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, 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, including, but not limited to, UNICEF's information security policies. The Contractor will ensure that only those of its Personnel that have been authorized by the Contractor, and approved by UNICEF, have access to UNICEF's premises, facilities or systems.

2.3 The Contractor will use its best efforts to accommodate reasonable requests for changes (if any) to the scope of work of the Services or time for provision of the Services or delivery of the Deliverables. If UNICEF requests any material change to the scope of work or time for delivery, UNICEF and the Contractor will negotiate any necessary changes to the Contract, including as to the Fee and the time schedule under the Contract. Any such agreed changes will become effective only when they are set out in a written amendment to the Contract signed by both UNICEF and the Contractor. Should the Parties fail to agree on any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

2.4 The Contractor will neither seek nor accept instructions from any entity other than UNICEF (or entities authorized by UNICEF to give instructions to the Contractor) in connection with the provision of the Services or development and delivery of the Deliverables.

2.5 Title to any equipment and supplies which may be provided to the Contractor by UNICEF, will remain with UNICEF. Such equipment and supplies will be returned to UNICEF at the conclusion of the Contract or when no longer needed by the Contractor in the same condition as when they were provided to the Contractor, subject to normal wear and tear. The Contractor will pay UNICEF the value of any loss of, damage to, or degradation of, the equipment and supplies beyond normal wear and tear.

Non-conforming Services and Consequences of Delay

2.6 If the Contractor determines it will be unable to provide the Services or deliver the Deliverables by the date stipulated in the Contract, the Contractor will (i) immediately consult with UNICEF to determine the most expeditious means for delivery of the Services and/or Deliverables; and (ii) take necessary action to expedite delivery of the Services and/or Deliverables, at the Contractor's cost (unless the delay is due to force majeure as defined in Article 6.8 below), if reasonably so requested by UNICEF.

2.7 The Contractor acknowledges that UNICEF may monitor the Contractor's performance under the Contract and may at any time evaluate the quality of the Services provided and the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide its full cooperation with such performance monitoring and evaluation, at no additional cost or expense to UNICEF, and will provide relevant information as reasonably requested by UNICEF, including, but not limited to, the date of receipt of the Contract, detailed status updates, costs to be charged and payments made by UNICEF or pending. Neither the evaluation of the Services and Deliverables, nor failure to undertake any such evaluation, will relieve the Contractor of any of its warranty or other obligations under the Contract.

2.8 If the Services or Deliverables provided by the Contractor do not conform to the requirements of the Contract or are delivered late or incomplete, without prejudice to any of its other rights and remedies, UNICEF can, at its option:

(a) by written notice, require the Contractor, at the Contractor's expense, to remedy its performance, including any deficiencies in the Deliverables, to UNICEF's satisfaction within thirty (30) days after receipt of UNICEF's notice (or within such shorter period as UNICEF may determine, in its sole discretion, is necessary as specified in the notice);

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance;

(c) procure all or part of the Services and/or Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the Fee for such Services and Deliverables;

(d) give written notice to terminate the Contract for breach, in accordance with Article 6.1 below, if the Contractor fails to remedy the breach within the cure period specified in Article 6.1 or if the breach is not capable of remedy;

(e) require the Contractor to pay liquidated damages as set out in the Contract.

2.9 Further to Article 11.5 below, the Contractor expressly acknowledges that if UNICEF takes delivery of Services or Deliverables that have been delivered late or otherwise not in full compliance with the requirements of the Contract, this does not constitute a waiver of UNICEF's rights in respect of such late or non-compliant performance.

Contractor's Personnel and Sub-Contractors

2.10 The following provisions apply with regard to the Contractor's Personnel:

(a) The provisions of Article 7 (Ethical Standards) will apply to the Contractor's Personnel as expressly stated in Article 7.

(b) The Contractor will be responsible for the professional and technical competence of the Personnel it assigns to perform work under the Contract and will select professionally qualified, reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

(c) The qualifications of any Personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract will be substantially the same as, or better than, the qualifications of any personnel originally proposed by the Contractor.

(d) At any time during the term of the Contract, UNICEF can make a written request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF's request for replacement the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

(e) If one or more of Contractor's Key Personnel become unavailable, for any reason, for work under the Contract, the Contractor will (i) notify the UNICEF contracting authority at least fourteen (14) days in advance; and (ii) obtain the UNICEF contracting authority's approval prior to making any substitution of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances necessitating the proposed replacement(s) and submit justification and qualification of replacement Personnel in sufficient detail to permit evaluation of the impact on the engagement.

(f) The approval of UNICEF of any Personnel assigned by the Contractor (including any replacement Personnel) will not relieve the Contractor of any of its obligations under the Contract. The Contractor's Personnel, including individual sub-contractors, will not be considered in any respect as being the employees or agents of UNICEF.

(g) All expenses of the withdrawal or replacement of the Contractor's Personnel will, in all cases, be borne exclusively by the Contractor.

2.11 The Contractor will obtain the prior written approval and clearance of UNICEF for all institutional sub-contractors it proposes to use in connection with the Contract. The approval of UNICEF of a sub-contractor will not relieve the Contractor of any of its obligations under the Contract. The terms of any sub-contract will be subject to, and will be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

2.12 The Contractor confirms that it has read UNICEF's Policy on Safeguarding (as updated from time to time). The Contractor 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 Contractor will further cooperate with UNICEF's implementation of this policy.

2.13 The Contractor will supervise its Personnel and sub-contractors and will be fully responsible and liable for all Services performed by its Personnel and sub-contractors and for their compliance with the terms and conditions of the Contract.

2.14 The Contractor will comply with all applicable international standards and national labor 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. Without limiting the provisions of this Article 2 or Article 4 below, the Contractor will be fully responsible and liable for, and UNICEF will not be liable for (a) all payments due to its Personnel and sub-contractors for their services in relation to the performance of the Contract; (b) any action, omission, negligence or misconduct of the Contractor, its Personnel and sub-contractors; (c) any insurance coverage which may be necessary or desirable for the purpose of the Contract; (d) the safety and security of the Contractor's Personnel and sub-contractors' personnel; or (e) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel and sub-contractors' personnel, it being understood that UNICEF will have no liability or responsibilitywith regard to any of the events referred to in this Article 2.14.

3. Fee; Invoicing; Tax Exemption; Payment Terms

3.1 The fee for the Services is the amount in the currency specified in the fee section of the Contract (the "Fee"), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entity must be separately identified. It is understood and agreed that the Contractor will not request any change to the Fee after the Services or Deliverables have been provided and that the Fee cannot be changed except by written agreement between the Parties before the relevant Service or Deliverable is provided. UNICEF will not agree to changes to the Fee for modifications or interpretations of the scope of work if those modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work or were not authorized in advance by UNICEF.

3.2 The Contractor will issue invoices to UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or installments of the Deliverables) in accordance with the Contract and to UNICEF's satisfaction. The Contractor will issue (a) one (1) invoice in respect of the payment being sought, in the currency specified in the Contract and in English, indicating the Contract identification number listed on the front page of the Contract; and (b) provide a clear and specific description of the Services provided and Deliverables delivered, as well as supporting documentation for reimbursable expenses if any, in sufficient detail to permit UNICEF to verify the amounts stated in the invoice.

3.3 The Contractor authorizes UNICEF to deduct from the Contractor'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 Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will 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.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining items in the invoice(s) in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the uncontested amount of the Contractor's invoice within thirty (30) days of receiving both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any discount(s) shown under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments

withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

3.6 Each invoice will confirm the Contractor's bank account details provided to UNICEF as part of the Contractor's registration process with UNICEF. All payments due to the Contractor under the Contract will be made by electronic funds transfer to that bank account. It is the Contractor's responsibility to ensure that the bank details supplied by it to UNICEF are up-to-date and accurate and notify UNICEF in writing by an authorized representative of the Contractor of any changes in bank details together with supporting documentation satisfactory to UNICEF.

3.7 The Contractor acknowledges and agrees that UNICEF may withhold payment in respect of any invoice if, in UNICEF's opinion, the Contractor has not performed in accordance with the terms and conditions of the Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right to set off, against any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will not be required to give the Contractor prior notice before exercising this right of set-off (such notice being waived by the Contractor). UNICEF will promptly notify the Contractor after it has exercised such right of set-off, explaining the reasons for such set-off, provided, however, that the failure to give such notification will not affect the validity of such set-off.

3.9 Each of the invoices paid by UNICEF may be subject to a post-payment audit by UNICEF's external and internal auditors or by other authorised agents of UNICEF, at any time during the term of the Contract and for three (3) years after the Contract terminates. UNICEF will be entitled to a refund from the Contractor of amounts such audit or audits determine were not in accordance with the Contract regardless of the reasons for such payments (including but not limited to the actions or inactions of UNICEF staff and other personnel).

4. Representations and Warranties; Indemnification; Insurance

Representations and Warranties

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, or that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, patent or other proprietary right of any third party; and (f) except as otherwise expressly stated in the Contract, it 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 Deliverable or other work resulting from the Services. The Contractor 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.

4.2 The Contractor further represents and warrants, as of the effective date and throughout the term of the Contract, that it and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables (a) in a professional and workmanlike manner; (b) with reasonable care and skill and in accordance with the highest professional standards accorded to professionals providing the same or substantially similar services in a same industry; (c) with priority equal to that given to the same or similar services for the Contractor's other clients; and (d) in accordance with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract and the provision of the Services and Deliverables.

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (if any) that receives the direct benefit of the Services and Deliverables.

Indemnification

4.4 The Contractor will 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 and each 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 Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will 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 Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will 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 Host Governments), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will 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.

Insurance

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and in sufficient amounts, insurance against all of the Contractor's risks under the Contract (including, but not limited to, the risk of claims arising out of or related to the Contractor's performance of the Contract), including the following:

(i) Insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

(ii) General liability insurance against all risks in respect of the Contract and claims arising out of the Contract in an adequate amount to cover all claims arising from or in connection with the Contractor's performance under the Contract;

(iii) All appropriate workers' compensation and employer's liability insurance, or its equivalent, with respect to its Personnel and sub-contractors to cover claims for death, bodily injury or damage to property arising from the performance of the Contract; and

(iv) Such other insurance as may be agreed upon in writing between UNICEF and the Contractor.

(b) The Contractor will maintain the insurance coverage referred to in Article 4.6(a) above during the term of the Contract and for a period after the Contract terminates extending to the end of any applicable limitations period with regard to claims against which the insurance is obtained.

(c) The Contractor will be responsible to fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (a)(iii) above, the insurance policies for the Contractor's insurance required under this Article 4.6 will (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 will receive thirty (30) days' written notice from the insurer prior to any cancellation or change of coverage.

(e) The Contractor will, upon request, provide UNICEF with satisfactory evidence of the insurance required under this Article 4.6.

(f) Compliance with the insurance requirements of the Contract will not limit the Contractor's liability either under the Contract or otherwise.

Liability

4.7 The Contractor will pay UNICEF promptly for all loss, destruction or damage to UNICEF's property caused by the Contractor's Personnel or sub-contractors in the performance of the Contract.

5. Intellectual Property and Other Proprietary Rights; Data Protection; Confidentiality

Intellectual Property and Other Proprietary Rights

5.1 Unless otherwise expressly provided for in the Contract:

(a) Subject to paragraph (b) of this Article 5.1, UNICEF will be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how, documents, data and other materials ("Contract Materials") that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF's Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a perpetual, non-exclusive, royalty-free license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Contract.

(c) At UNICEF's request, the Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them (or, in the case, intellectual property referred to in paragraph (b) above, licensing) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

5.2 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party:

(a) except to those of its Affiliates, employees, officials, representatives, agents and sub-contractors who have a need to know such Confidential Information for purposes of performing obligations under the Contract; or

(b) unless the Confidential Information (i) is obtained by the Recipient from a third party without restriction; (ii) is disclosed by the Discloser to a third party without any obligation of confidentiality; (iii) is known by the Recipient prior to disclosure by the Discloser; or (iv) at any time is developed by the Recipient completely independently of any disclosures under the Contract.

5.3 If the Contractor receives a request for disclosure of UNICEF's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to secure the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor's Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 Subject to Article 5.3, the Contractor may not communicate at any time to any other person, Government or authority external to UNICEF, any information known to it by reason of its association with UNICEF that has not been made public, except with the prior written authorization of UNICEF; nor will the Contractor at any time use such information to private advantage.

Data Protection and Security

5.5 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, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive 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 Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use 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 Contractor's confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF's request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfil its obligations under this Article 5.7; provided that any such policies and description provided by the Contractor will be treated as the Contractor's Confidential Information under the Contract. UNICEF may assess the effectiveness of these safeguards, controls and protective measures and, at UNICEF's request, the Contractor will provide its full cooperation with any such assessment at no additional cost or expense to UNICEF. The Contractor will not, and will ensure that its Personnel will 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.

5.8 Except as otherwise expressly stated in the Contract or with UNICEF's express prior written consent, the Contractor will not install any application or other software on any UNICEF device, network or system. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disabling Code, and that UNICEF will not otherwise receive from the Contractor 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 Contractor, at its sole cost and expense, will take all steps necessary to: (a) restore and/or reconstruct any and all UNICEF Data lost by UNICEF 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-implement the Services.

5.9 In the event of any Security Incident, the Contractor will, as soon as possible following the Contractor's discovery of such Security Incident and at its sole cost and expense: (a) notify UNICEF of such Security Incident and of the Contractor'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, End Users' access to the Services. The Contractor will keep UNICEF reasonably informed of the progress of the Contractor's implementation of such damage mitigation and remedial actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Security Incident. If the Contractor fails to resolve, to UNICEF's reasonable satisfaction, any such Security Incident, UNICEF can terminate the Contract with immediateeffect.

Service Providers and Sub-Contractors

5.10 The Contractor will impose the same requirements relating to data protection and non-disclosure of Confidential Information, as are imposed upon the Contractor itself by this Article 5 of the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

End of Contract

5.11 Upon the expiry or earlier termination of the Contract, the Contractor will:

(a) return to UNICEF all of UNICEF's Confidential Information, including, but not limited to, UNICEF Data, or, at UNICEF's option, destroy all copies of such information held by the Contractor or its sub-contractors and confirm such destruction to UNICEF in writing; and

(b) will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.1(a).

6. Termination; Force Majeure

Termination by Either Party for Material Breach

6.1 If one Party is in material breach of any of its obligations under the Contract, the other Party can give it written notice that within thirty (30) days of receiving such notice the breach must be remedied (if such breach is capable of remedy). If the breaching Party does not remedy the breach within the thirty (30) days' period or if the breach is not capable of remedy, the non-breaching Party can terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party written notice of termination. The initiation of conciliation or arbitral proceedings in accordance with Article 9 (Privileges and Immunities; Settlement of Disputes) below will not be grounds for termination of the Contract.

ANNEX A
GENERAL TERMS AND CONDITIONS

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 6.1 above, UNICEF can terminate the Contract with immediate effect upon delivery of a written notice of termination, without any liability for termination charges or any other liability of any kind:

(a) in the circumstances described in, and in accordance with, Article 7 (Ethical Standards); or

(b) if the Contractor breaches any of the provisions of Articles 5.2-5.11 (Confidentiality; Data Protection and Security); or

(c) if the Contractor (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 Contractor, (v) offers a settlement in lieu of bankruptcy or receivership or (vi) 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 Contractor to perform any of its obligations under the Contract.

6.3 In addition to the termination rights under Article 6.1 and Article 6.2 above, UNICEF can terminate the Contract at any time by providing written notice to the Contractor in any case in which UNICEF's mandate applicable to the performance of the Contract or UNICEF's funding applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day's written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will 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 will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will 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 Contractor and in which UNICEF has or may be reasonably expected to acquire an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finished work which has not been delivered and accepted prior to the receipt of a notice of termination, together with any data, materials or work-in-process related specifically to the Contract. If UNICEF obtains the assistance of another party to continue the Services or complete any unfinished work, the Contractor will provide its reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-process. The Contractor will at the same time return to UNICEF all of UNICEF's Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party no payment will be due from UNICEF to the Contractor except for Services and Deliverables provided to UNICEF's satisfaction in accordance with the Contract, but only if such Services and Deliverables were required or requested before the Contractor's receipt of the notice of termination or, in the case of termination by the Contractor, the effective date of such termination. The Contractor will have no claim for any further payment beyond payments in accordance with this Article 6.6, but will remain liable to UNICEF for all loss or damages which may be suffered by UNICEF by reason of the Contractor's default (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

6.7 The termination rights in this Article 6 are in addition to all other rights and remedies of UNICEF under the Contract.

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (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; or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will 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.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or of any United Nations System organisation has received from or on behalf of the Contractor, or will be offered by or on behalf of the Contractor, any direct or indirect benefit in connection with the Contract, including the award of the Contract to the Contractor. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former UNICEF officials have been complied with and will be complied with:

(i) During the one (1) year period after an official has separated from UNICEF, the Contractor 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 Contractor has participated.

(ii) 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 Contractor, communicate with UNICEF, or present to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(c) The Contractor further represents that, in respect of all aspects of the Contract (including the award of the Contract by UNICEF to the Contractor and the selection and awarding of sub-contracts by the Contractor), it 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.

7.3 The Contractor further represents and warrants that neither it 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 Contractor 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.

7.4 The Contractor will (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 UNICEF's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Contractor 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.

7.5 The Contractor will, during the term of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and (b) the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.ungm.org).

7.6 The Contractor further represents and warrants that neither it 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.

7.7 The Contractor represents and warrants that it 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 Contractor 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, will constitute the sexual exploitation and abuse of such person. In addition, the Contractor represents and warrants that it has taken and will take all appropriate measures to prohibit its Personnel including its employees or other persons engaged by the Contractor, 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. This provision constitutes an essential term of the Contract and any breach of this representation and warranty will

entitle UNICEF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

7.8 The Contractor 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 7.

7.9 The Contractor acknowledges and agrees that each of the provisions in this Article 7 constitutes an essential term of the Contract.

(a) UNICEF will be entitled, in its sole discretion and at its sole choice, to suspend or terminate the Contract and any other contract between UNICEF and the Contractor with immediate effect upon written notice to the Contractor if: (i) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of, the undertakings and confirmations provided in this Article 7 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (ii) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.3 during the term of the Contract.

(b) In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach to UNICEF's satisfaction within the period stipulated in the notice of suspension, UNICEF may lift the suspension by written notice to the Contractor and the Contract and all other affected contracts will resume in accordance with their terms. If, however, UNICEF is not satisfied that the matters are being adequately addressed by the Contractor, UNICEF may at any time, exercise its right to terminate the Contract and any other contract between UNICEF and the Contractor.

(c) Any suspension or termination under this Article 7 will be without any liability for termination or other charges or any other liability of any kind.

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may 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 Parties' performance of the Contract generally and including but not limited to the Contractor's compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel 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 Contractor's premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will 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.

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

9.3 The Parties will use their best 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 will 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. 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 will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The arbitral proceedings will be conducted in English. The decisions of the arbitral tribunal will be based on general principles of international commercial law. The arbitral tribunal will have no authority to award punitive damages. In addition, the arbitral tribunal will have no authority to award interest in excess of the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing and any such interest will be simple interest only. In light of the privileges and immunities of UNICEF, references in the UNCITRAL Arbitration Rules to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceedings. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract will be in writing, and addressed to the persons listed in the Contract for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission. Notices, requests or consents will be deemed received upon delivery (if delivered in person), upon signature of receipt (if delivered by registered mail) or twenty-four (24) hours after confirmation of receipt is sent from the addressee's email address (if delivered by confirmed email transmission).

10.2 Any notice, document or receipt issued in connection with the Contract must be consistent with the terms and conditions of the Contract and, in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of the Contract will prevail.

10.3 All documents that comprise the Contract, and all documents, notices and receipts issued or provided pursuant to or in connection with the Contract, will be deemed to include, and will be interpreted and applied consistently with, the provisions of Article 9 (Privileges and Immunities; Settlement of Disputes).

11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Disclosure Policy and 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.

11.2 The failure of one Party to object to or take affirmative action with respect to any conduct of the other Party which is in violation of the terms of the Contract will not constitute and will not be construed to be a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

11.3 The Contractor will be considered as having the legal status of an independent contractor as regards UNICEF. Nothing contained in the Contract will be construed as making the Parties principal and agent or joint venturers.

11.4 The Contractor will not, without the prior written consent of UNICEF, assign, transfer, pledge or make other disposition of the Contract, or of any part of the Contract, or of any of the Contractor's rights or obligations under the Contract.

11.5 No grant of time to the Contractor to cure a default under the Contract, nor any delay or failure by UNICEF to exercise any other right or remedy available to UNICEF under the Contract, will be deemed to prejudice any rights or remedies available to UNICEF under the Contract or constitute a waiver of any rights or remedies available to UNICEF under the Contract.

11.6 The Contractor will not seek or file any lien, attachment or other encumbrance against any monies due or to become due under the Contract, and will not permit any other person to do so. It will immediately remove or obtain the removal of any lien, attachment or other encumbrance that is secured against any monies due or to become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as regards references to the name of UNICEF for the purposes of annual reports or communication between the Parties and between the Contractor and its Personnel and sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or the United Nations, or any abbreviation of the name of the United Nations, in connection with its business or otherwise without the prior written permission of UNICEF.

11.8 The Contract may be translated into languages other than English. The translated version of the Contract is for convenience only, and the English language version will govern in all circumstances.

11.9 No modification or change in the Contract, and no waiver of any of its provisions, nor any additional contractual relationship of any kind with the Contractor will be valid and enforceable against UNICEF unless set out in a written amendment to the Contract signed by an authorised official of UNICEF.

11.10 The provisions of Articles 2.14. 3.8, 3.9, 4, 5, 7, 8, 9, 11.1, 11.2 and 11.7 will survive provision of the Services and delivery of the Deliverables and the expiry or earlier termination of the Contract.

LRPS-2026-9207351

Annex B, Terms of Reference

UNICEF Moldova

TERMS OF REFERENCE

Institutional Consultancy

Technical Assistance to Consolidate and Sustain Gains from the Social Assistance Reform RESTART

Location: Chisinau, Moldova

Duration and timeline: December 2026 – June 2027

1. Background

The Ministry of Labour and Social Protection (MLSP) of the Republic of Moldova has made significant progress in strengthening the social protection system. In 2023, the Ministry launched the RESTART reform to address longstanding structural challenges, including fragmented service delivery, uneven institutional capacity, limited access to social services and weaknesses in the organisation of the social assistance workforce.

As RESTART enters its final year of implementation, the reform has established important foundations for a more integrated and effective social assistance system. Key achievements include the establishment of 10 Territorial Agencies for Social Assistance (ATAS), expanded access to social services, strengthened case management and child protection capacity, and investments in staff development and institutional infrastructure. The reform has also created opportunities to improve the inclusion of refugees in the national social protection system.

However, institutional progress has not automatically translated into reduced child poverty or adequate coverage of cash assistance. The reform primarily focused on strengthening the quality, accessibility and coverage of social assistance services, rather than directly reducing child poverty. In 2025, child poverty stood at 31.4%, with significantly higher rates in rural areas.[1] Ajutor Social continues to reach only a small proportion of families with children living in poverty, highlighting the need for complementary measures to improve identification, outreach, benefit coverage and adequacy. These challenges require further policy attention alongside the consolidation of RESTART's achievements.

Important implementation gaps also remain. Access to and the availability of social services vary across territories, reflecting differences in local capacity, institutional responsibilities and financing. Constraints in staffing and the funding of specific services, including personal assistance and family support, further affect service delivery. Sustaining the reform will therefore require continued efforts to strengthen institutional capacity, clarify

[1] Analysis of poverty and well-being of households with children, 2026 edition

responsibilities, improve planning and resource allocation, and ensure that the structures and capacities established under RESTART translate into lasting improvements for children and families.

The National Programme for Social Inclusion of Persons with Disabilities for 2026–2030 provides an additional framework for advancing independent living, community-based services and support for children with disabilities and their families. Its implementation, alongside wider social assistance priorities, will require sustained institutional commitment, adequate financing and effective coordination among national and local authorities and development partners.

UNICEF has supported the MLSP through long- and short-term technical assistance covering policy and legal development, social assistance reform, performance management, child protection, human resources development, refugee inclusion and shock-responsive social protection. Building on this work and the outputs already delivered, UNICEF will engage a multidisciplinary team of four experts for eight months to provide targeted strategic and technical support to the Ministry.

The assignment will focus on consolidating the achievements of RESTART, addressing outstanding implementation and sustainability gaps, and supporting the Ministry to advance related social assistance priorities. The team will build on existing analyses, tools and recommendations, avoiding duplication of previous work and focusing on practical solutions that strengthen institutional ownership, implementation capacity and the sustainability of results beyond the reform period.

2. Purpose of the institutional consultancy

The purpose of this institutional consultancy is to support MLSP to consolidate selected RESTART reforms and prepare for their continued delivery beyond June 2027. The assignment will focus on better access to support, affordable financing and government capacity to sustain delivery. The scope, government responsibilities and measures of progress will be agreed during inception, within the seven-month contract period and available budget.

The assignment will draw on the findings of the independent evaluation conducted by the Ombudsman in 2025,[2] available administrative and budget data, and consultations with MLSP. The inception report will identify the findings that justify each selected priority, distinguish evidence from assumptions and record data gaps. The team will combine analysis with practical testing, government staff support and handover rather than undertake a comprehensive review of the whole social assistance system.

The consultancy is expected to run for seven months, from December 2026 to June 2027.

3. Objectives of the consultancy

- **Priority result 1: Strengthening implementation of disability inclusion priorities.** Support the MLSP to implement and monitor the National Programme for the Social Inclusion of Persons with Disabilities for 2026–2030. Focus on identifying gaps in

[2] Raport tematic: Impactul reformei sistemului de asistență socială asupra drepturilor persoanelor vulnerabile, inclusiv asupra copiilor, solicitanților de azil, beneficiarilor de protecție internațională și protecție temporară.

access to benefits and coordinated services for children with disabilities and their families, clarifying institutional responsibilities, strengthening referral and procedures, and proposing the necessary legal and procedural changes to improve access to support.

- **Priority result 2: Affordable financing options for priority services and benefits.** Identify recurring costs, funding gaps and realistic financing options for the selected RESTART priorities. Provide editable costing tools and draft budget proposals. Distinguish improvements possible within existing resources from those requiring additional government or donor funding.
- **Priority result 3: Government institutions equipped to sustain delivery.** Support MLSP and ATAS/STAS to take responsibility for the procedures, tools and staff development arrangements prepared under the assignment. Develop a Training and Capacity Development Concept and an action plan, and propose the legal changes needed to make the new approach mandatory. The team will not design training modules or deliver training. Complete a phased handover with named government owners and clear actions for the period after June 2027.

4. Details of how the work should be delivered

The technical team will work with MLSP and UNICEF on the three priority results. Bidders will propose a defined package of services and benefits, consultation coverage, testing locations and expert inputs that can be delivered within the contract period and budget. These shall be proposed in their technical offer and further refined and confirmed during the inception phase. Work will focus on selected priorities, not a nationwide service expansion or a comprehensive review of all social assistance programmes.

Priority selection and evidence review

- Select services and benefits according to child needs, evidence, affordability and feasibility. Record what is outside the assignment and agree government leads, baseline measures and realistic targets.
- Review relevant social assistance laws and government decrees, programme procedures, budgets and evaluation findings for the selected priorities. Confirm data access, sources and limitations before proposing further analysis. Most data are publicly available online, while the MLSP will provide access to relevant internal documents, administrative data, including RESTART dashboard and procedures.
- Assessment of Integrated Service Delivery Models for Vulnerable Children
- Assess access, eligibility, exclusion errors, referrals and follow-up for the selected services and benefits. Include barriers facing children living in poverty, children with disabilities and eligible refugee children and families.
- Clarify responsibilities across MLSP, ATAS/STAS, local authorities, health and education institutions. Prepare simple coordination procedures and test them in the agreed locations, using staff and service-user feedback subject to applicable ethical requirements.
- Prepare up to three priority draft legal or regulatory changes where necessary to apply the selected arrangements. Limit support to the disability programme to agreed measures directly benefiting children and families.

Financial and Economic Analysis

- Cost the selected priorities and compare maintaining current provision, improving delivery within existing resources and expansion requiring additional funding. Reflect staffing limits, recurrent costs and the government budget calendar.
- Prepare editable tools and draft budget proposals with MLSP staff. Separate sustained public financing needs from possible temporary donor support. Estimate poverty effects only where suitable household data and methods are available; otherwise report costs, coverage and expected benefits with clear limitations.

Capacity Building

- Assess the skills needed for the selected priorities and the gaps in the current rules on professional development of social assistance staff.
- Develop a Training and Capacity Development Concept and action plan. It names the government host, the responsible staff, annual costs and proposed financing. Training modules and the delivery of training are outside this assignment.
- Test supervision tools and a small set of access, referral and service-delivery indicators. Support designated staff to apply procedures, update costing tools and review results independently.
- Start transition planning during inception. Update government responsibilities, resource needs and handover milestones throughout implementation, and complete a practical handover before the contract ends.

MLSP will nominate a lead for each priority result and facilitate participation by relevant government institutions. The team will work under UNICEF's technical guidance, with joint MLSP and UNICEF reviews of the scope, draft products and implementation issues. UNICEF will retain responsibility for contractual acceptance and payment.

Institutionalising the new approach, including adopting the decree, is MLSP's responsibility. The contractor drafts it and supports MLSP.

The work plan will specify consultations, local travel, practical support and review periods. The inception report will assign owners and alternative actions for data delays, unavailable counterparts, staffing constraints and slow legal or budget decisions. The contractor is accountable for product quality, consultation, testing and timely submission. Formal government adoption, budget approval and national expansion remain government decisions and cannot be guaranteed by the contractor.

5. Deliverables and Delivery dates

Nr.	Tasks	Deliverables	Timeline*
1.	**Deliverable 1: Agreed priorities, work plan and initial transition plan (all three priority results).** Select a defined package of services and benefits for each priority result, based on child needs, evidence, affordability and feasibility. Review relevant laws, programme procedures,	• Inception report (5–10 pages) defining, for each priority result, the selected services and benefits, exclusions, government leads, testing locations, baseline measures, targets and data gaps. • Work plan with expert inputs, travel, consultations, deadlines, dependencies and review	2 weeks from the contract signature

	budgets and evaluation findings for the selected priorities. Consult MLSP and UNICEF, record what is outside the scope, justify consultation and testing coverage, confirm data access and sequence the work within available time and resources.	periods; initial transition plan with recurring costs, owners and handover milestones; risk register with owners and alternatives. **Acceptance:** MLSP and UNICEF confirm the scope and work plan in writing as achievable within the contract period and budget.	
2.	**Deliverable 2: Strengthening implementation of disability inclusion priorities (priority result 1).** Provide technical support in the implementation and monitoring of the National Programme for the Social Inclusion of Persons with Disabilities for 2026–2030. This includes reviewing the existing policy and legal framework, identifying gaps and challenges, and contributing to the development, amendment and adjustment of relevant normative acts, policies, methodologies and implementation procedures. .	Proposals for the development, amendment or adjustment of the relevant normative and policy framework, including methodological guidance and implementation procedures. At least 3 legal documents are revised and proposed to MLSP **Acceptance:** Drafted Action plan outlining priority measures, responsible institutions, implementation timelines and institutional, service-delivery and capacity requirements to support the Programme's implementation and sustainability.	Assessment by week 8; final tested package by week 20 from contract signature.
3.	**Deliverable 3: Costed financing options and budget submission package (priority result 2).** Financial analysis and costing support. Support the MLSP in assessing the financial implications, effects and long-term sustainability of the RESTART reform, including the programmes and services established or expanded under the reform. Prepare draft budget proposals with MLSP staff and support designated staff to use and update the costing tool. For each financing option (maintaining current provision, improving delivery within existing resources, and expansion with additional funding), compare cost, benefit	Editable costing tool with unit costs, coverage, staffing, recurrent costs and sources; three financing scenarios with assumptions, gaps and trade-offs; budget proposals specifying institutions and decision dates; distinction between public financing needs and possible temporary donor support; practical tool-use session. **Acceptance:** At least 2 technical notes and tools on Costing and Financial Sustainability Assessment, including costing scenarios, fiscal implications and recommendations for sustainable financing.. Each scenario includes a statement of what it does not cover.	By week 16 from contract signature.

	levels, service quality using agreed measures, and needs left unmet. State what each option does not cover. Show the results in one table of gaps and trade-offs. The contractor records the practical session in a short note. It gives the number of staff and units taking part and the tasks completed. Names are not recorded.		
4.	**Deliverable 4: Government-led training, supervision and monitoring arrangements (priority result 3).** Review the existing legal and regulatory framework for the professional development of social assistance staff and provide recommendations for strengthening it, including professional induction, certification, supervision and continuous professional development.	Skills assessment; training and supervision plan with host institution, responsible staff,; . Include necessary draft legal provisions within the agreed ceiling of up to three legal or regulatory changes under Deliverable 2. **Acceptance:** Training and Capacity Development Concept developed and submitted, at least 1 government decree drafted and/or at least one mechanism for implementation of the new concept developed.	Draft by week 18; tested package by week 26 from contract signature.
5.	**Deliverable 5: Final transition and handover package (all three priority results).** Complete the phased handover started at inception, using the transition plan updated throughout implementation. Review progress against the baseline measures and targets agreed at inception. Hand over procedures, tools and staff development arrangements to named government owners. Identify outstanding decisions and realistic actions for the 12 months following the assignment.	Evidence-based final assessment report; government-reviewed 12-month action plan, deadlines, costs and decision points; status of legal changes, budget proposals and institutional arrangements; all editable tools and materials; handover record naming receiving units; unresolved risks and fallback actions. **Acceptance:** Final assessment report of RESTART reform is drafted and submitted to MLSP. All agreed products are handed over. Completed actions are distinguished from proposals, and confirmed resources from pending approvals or funding.	By week 32 from contract signature, and no later than June 2027.

* Weeks are counted from contract signature. Deliverables 2 and 3 will proceed in parallel; Deliverable 3 is due before the final Deliverable 2 package. Exact dates and review periods will be agreed at contract signature, with all work completed by June 2027. The inception work plan will allow time for MLSP and UNICEF feedback and contractor revisions before each final deadline. UNICEF retains the final decision on the quality and acceptability of the work delivered.

6. Reporting requirements

The contractor will produce the following reports during the assignment implementation. All reports will be prepared and presented electronically to UNICEF for approval. Progress updates and other key reporting documents should be prepared in English, while legal documents and methodologies requiring MLSP approval should be prepared in Romanian.

- Inception report: include the agreed priorities and exclusions; evidence and data gaps; consultation and testing methods; government roles; baseline measures and targets; detailed work plan and review periods; initial transition plan; and risks with owners and alternative actions, as specified under Deliverable 1.

Monthly progress updates and joint MLSP–UNICEF meetings will review the three priority results, upcoming decisions, expenditure-related assumptions, risks and handover readiness. Updates will record agreed actions, responsible owners and deadlines. Draft products will be shared with MLSP for technical review before UNICEF's contractual acceptance, using the review periods agreed in the inception work plan.

- Final report: assess progress against the three priority results using available evidence. Include the government-reviewed 12-month action plan, consultation and testing findings, status of legal and budget proposals, confirmed and pending resources, unresolved risks and the handover record. Attach or provide all editable tools, procedures, methodologies, training materials and guidance. Distinguish completed work from recommendations and decisions awaiting government action.

7. Ethical considerations

The contractor will be responsible for considering ethical issues in any consultation or testing involving people, including staff, service users, children and adolescents**.** The Contractor will ensure that the process is in line with the United Nations Evaluation Group (UNEG) Ethical Guidelines. The Contractor should be sensitive to beliefs, manners and customs and act with integrity and honesty while interacting with adolescents, vulnerable groups, stakeholders etc.

Furthermore, the Contractor should protect the anonymity and confidentiality of individual information. All participants should be informed about the context and purpose of the assignment, as well as about the confidentiality of the information shared.

The methodology must comply with UNICEF Policy on Ethics in Evidence Activities Involving People as Participants or Subjects. The proposed methodology and report should include a section identifying anticipated or actual ethical issues as well as measures and methods to

address or mitigate these issues, for example: collecting data directly from stakeholders, protecting anonymity and confidentiality of individual information sources, etc.

Use of documents and information provided by UNICEF or acquired during the contract implementation is allowed only for the tasks related to these terms of reference.

8. Performance indicators for evaluation of results

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

- Timely completion of the five deliverables against their specified acceptance criteria and the agreed scope.
- Traceable evidence, explicit data limitations and checkable costing calculations that reflect fiscal and staffing constraints.
- Documented testing and revisions. A Training and Capacity Development Concept is submitted to MLSP, with at least one draft government decree or implementation mechanism.
- Clear institutional responsibilities, recurring resource requirements and completed handover of editable products.
- Timely consultation, response to feedback and escalation of risks to MLSP and UNICEF. Government adoption, budget approval and national expansion will be tracked as external decisions, not guaranteed contractor outputs.

9. Qualifications and experience

Institution/Company:

- At least 5 years of demonstrated experience in social protection/social assistance, public policy, institutional strengthening, or related areas.
- Demonstrated experience in supporting governments in the design, implementation, costing, or institutionalization of social protection, particularly social assistance programmes.
- Previous experience in Moldova is mandatory.
- The company should have adequate internal arrangements for quality assurance, coordination, and timely delivery of the assignment, including the ability to ensure continuity and coordination among all experts.

Social Assistance Expert (Team Leader, national or international)

- Advanced university degree in social protection, social policy, law, public administration, economics, or a related field.
- At least 8 years of relevant professional experience in social protection/social assistance reform and policy development.
- Experience in leading multidisciplinary teams and providing strategic technical advice to government institutions is required.
- Experience working with government institutions in Moldova is required.
- Excellent written and spoken English and Romanian is required; knowledge of Russian would be an asset.

Disability Expert (National)

- Advanced university degree in social policy, social work, law, disability studies, public administration, or a related field.

- At least 6 years of relevant professional experience in disability policy, social protection, children's rights, or related areas.
- Experience in analysing legislation and supporting alignment with the EU acquis and international standards is an asset.
- Experience in stakeholder consultations, including with organizations of persons with disabilities and civil society is an asset.
- Excellent written and spoken Romanian is required, working knowledge of English is an asset.

Financing Expert (National)

- Advanced university degree in economics, public finance, finance, public policy, or a related field.
- At least 6 years of relevant professional experience in public finance, social protection financing, budgeting, costing, or fiscal analysis.
- Strong knowledge of Moldova's public finance and budget planning processes, including the State Social Budget (social protection) or Medium-Term Budgetary Framework is required.
- Experience in financial modelling and analysis, costing, and scenario analysis to inform policy decisions and budget planning would be an asset.
- Excellent written and spoken Romanian is required, working knowledge of English is an asset.

Training and Capacity Development Expert (National)

- Advanced university degree in social work, social policy, education, human resources, public administration, or a related field.
- At least 6 years of relevant professional experience in capacity development, professional training, institutional strengthening, or human resources development.
- Experience in designing and implementing training and capacity-development strategies for public-sector institutions is required.
- Experience in developing professional standards, competency frameworks, induction and certification systems, supervision mechanisms, training materials, and operational guidelines is required.
- Knowledge of the social assistance system and professional development requirements for social workers would be an asset.
- Excellent written and spoken Romanian is required, working knowledge of English is an asset.

10. Content of technical proposal

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

- Corporate Profile highlighting the bidders qualifications and experience in implementing the assignment, please include details of specific experience with similar assignments in the past five years.
- Detailed Methodology/approach to project demonstrating how you meet UNICEF requirements for this assignment, including proposed timeline and milestones.
- A proposed implementation work plan indicating the estimated number of working days allocated to each proposed expert and their respective involvement in the deliverables.
- Details of the Proposed Team for the assignment including the following information:
    - Title/Designation of each team member on the project

- Educational qualifications and professional experiences
- Past experience in working on similar project and assignment – List all similar projects they worked on and their roles on those project.

The methodology must address all three priority results and five deliverables. Specify proposed consultation and testing coverage, expert days, data requirements, support to government staff and handover arrangements. Explain how the proposed scope is achievable within seven months and the available budget, including alternatives if data access or government decisions are delayed.

If the company is selected, any changes to the proposed team composition will require UNICEF's prior approval and must be justified by valid reasons. Any replacement must have qualifications and experience equivalent to or higher than those of the originally proposed team member. Such changes shall not automatically result in an increase in the contract price.Quality assurance mechanism and risk mitigation measures put in place

11. Financial Proposal

The financial proposal must be fully deliverables-based and shall present the total estimated budget in USD, accompanied by a detailed breakdown of costs per deliverable, as specified in this ToR. Vendors are required to structure their financial offer so that each deliverable has a clearly defined unit, quantity, unit price, and subtotal.

Payments will be strictly output-based, meaning UNICEF will disburse funds only upon satisfactory submission and acceptance of each deliverable outlined in the ToR.

The financial offer must be all-inclusive, covering all costs necessary for the completion of the assignment, such as translation/interpretation, logistics, meetings, transportation (local and international), daily subsistence, communication, equipment, software, printing, and any other expenses required for producing the deliverables. UNICEF will not reimburse any additional costs not explicitly included in the contractor's financial offer and not directly tied to deliverable completion.

If the selected contractor is a Moldovan resident company, the contract will be issued in MDL, applying the UN exchange rate valid on the date of contract signature.

12. Evaluation criteria for selection

The submissions should contain two separate proposals: a Technical Proposal and a Financial Proposal. The Technical proposal will be evaluated against the following criteria:

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Overall concord between RFPS requirements and proposal	5
Maximum Points		**5**
Company and Key Personnel	Range and depth of experience with similar projects Experience managing comparable multidisciplinary technical assistance assignments	5 5

	Key personnel: relevant experience and qualifications	25: (Team lead/expert 1 – 10 points Disability Expert – 5 points; financing expert - 5 points; capacity building expert – 5 points)
Maximum Points		**35**
Proposed Project Methodology and Approach	Project plan - compatibility with UNICEF	15 0: Not addressed. 1–4: Weak; significant gaps. 5–8: Satisfactory; some gaps remain. 9–12: Good; clear and practical approach. 13–15: Excellent; detailed, feasible and well-supported approach.
	Project management, handover to government, monitoring and quality assurance process	15 0: Not addressed. 1–4: Weak; significant gaps. 5–8: Satisfactory; some gaps remain. 9–12: Good; clear and practical approach. 13–15: Excellent; detailed, feasible and well-supported approach
Maximum Points		**30**
Total Maximum obtained for Technical Criteria		**70**
Minimum score for technical compliance		**50**

The maximal amount of points to be allocated for the technical evaluation component is 70.

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

The company which submitted the offer that obtained the highest cumulative score (technical evaluation points + financial evaluation points) will be considered for contracting.

13. Payment schedule

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

- 20 per cent upon submission and acceptance of Deliverable 1: agreed priorities, work plan and initial transition plan.
- 20 per cent upon submission and acceptance of Deliverable 2: practical service access and coordination package.
- 20 per cent upon submission and acceptance of Deliverable 3: costed financing options and budget submission package.
- 20 per cent upon submission and acceptance of Deliverable 4: government-led training, supervision and monitoring arrangements.
- 20 per cent upon submission and acceptance of Deliverable 5: final transition and handover package.

Payments follow the actual acceptance dates, not deliverable numbering. Deliverable 3 is scheduled for acceptance before the final Deliverable 2 package. The five existing payment shares are retained; any change to those shares must be agreed before contract signature and reflected in the contract.

UNICEF reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs are incomplete, not delivered for failure to meet deadlines.

14. Definition of supervision arrangements

The selected organization will work under the direct supervision of UNICEF's Social Policy Specialist, in close coordination with the Social Policy Officer on Public Finance and Child Protection Specialist/Officer. MLSP will nominate a lead for each priority result and participate in technical reviews. MLSP's technical feedback will inform acceptance, while UNICEF retains contractual approval and payment authority. Payments require written acceptance by the UNICEF Supervisor against the deliverable-specific criteria.

UNICEF and MLSP will hold joint monthly reviews with the selected organization. Reviews will confirm progress, resolve technical comments and record outstanding government decisions, risks and assigned actions. Review periods and escalation arrangements will be agreed during

inception. Any proposed change in scope will be referred to UNICEF for approval before additional work proceeds.

15. Work location and official travel involved

The assignment may require local travel. A travel plan will be included in the Technical proposal submitted by the bidder.

Travel costs shall be calculated based on economy class travel, regardless of the length of travel; costs for accommodation, meals and incidentals shall not exceed applicable daily subsistence allowance (DSA) rates, as promulgated by the International Civil Service Commission (ICSC). All travel arrangements and expenses are covered by the selected company and shall be included in the financial offer (lump sum and break-down per budget lines).

Travel costs not actually incurred due to travel mission cancellation, delays, contract termination or modification are subject to deduction from final contract amount.

16. Support provided by UNICEF

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