REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2019-9154841

06 December 2019

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Fuad Dzafic
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: fdzafic@unicef.org

Date: 06.12.2019

Approved By:

Kosa Buskovic

Date: 06.12.19
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2019-9154841 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____________________________

Date: _______________________________

Name & Title: ________________________

Company: __________________________

Postal Address: ________________________

Tel No: ______________________________

Fax No: ______________________________

E-mail Address: _______________________

Currency of Proposal: ____________________

Validity of Proposal: ____________________

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

10 Days 3.0%____ 15 Days 2.5%_____ 20 Days 2.0%_____ 30 Days Net_____ Other _____
10 Consultancy to review foster care system

Terms of Reference
Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care.

Background and Context
Over the past two decades Montenegro has undertaken important institutional, legislative and administrative reforms to align its policies with international standards to ensure that child rights are respected and protected in accordance with the Convention on the Rights of the Child and the EU Charter of Fundamental Rights. Fundamental rights, including child rights are also a key principle of the EU enlargement process which is a national priority for Montenegro. The overall objective of UNICEF-Government of Montenegro Country Programme for 2017-2021 is to support the country’s efforts towards increasing equity and ensuring inclusion of children and women who are in need of protection, live in poverty, or are marginalized so that they can exercise their rights.

In the period since 2011 Montenegro’s Government (Ministry of Labour and Social Welfare) implemented a comprehensive Child Care System Reform, with technical assistance of UNICEF and financial assistance of the European Union (IPA 2010 and IPA 2014, IPA II). The reform followed a systematic approach to child protection, targeting all levels of the system including law reform, development of child protection standards and monitoring mechanisms, strengthening of the institutional framework, capacity building of professionals, deinstitutionalization and transformation of residential institutions for children, development of prevention mechanisms and expansion of family and community-based services for children and families. The new family and community-based services have included more intensive work on prevention of family separation, continued work on development of foster care with focus on development of non-kin foster care, expansion of the network of day care centres for children with disabilities and establishment of the first small group home for children without parental care in Montenegro.

The pre-dominant focus of the reform has been on supporting vulnerable parents and children and preventing parent-child separation. Other important objectives were building institutional capacities and local services to create family-based alternatives to institutionalization, especially expansion of foster care. In parallel to the system reform a large-scale awareness raising campaign called «Every Child Needs a Family», was implemented. As a result, the number of children in institutional care decreased by 58% in the period 2010-2016 and the placement of children aged under three, who are particularly negatively affected by institutional care, was ended in 2017. Since then, in recent months a small number of children under three were placed in institutions. From 2010 the number of non-kinships foster families in Montenegro has increased more than five-fold. Despite progress made very few children with disabilities were placed in foster care which results in them being overrepresented in institutional care.

At present, there are 364 children in foster care in the country, out of which 315 children are in kinship care and 49 children in non-kinship care. Foster carers are selected, recruited, trained, supported and monitored by local Centres for Social Work. The Analysis of the Work of Centres for Social Work (2018) showed that this role presents a range of challenges for many Centres for Social Work which are not equally equipped to fulfil this demanding task. There is a consensus that the foster care system requires an independent review and that reform efforts focused on expansion of family support services and foster care services need to be revitalized so that all children without parental care can be live in a caring family environment and achieve their full potential in life.

More work remains to be done to consolidate the results achieved and ensure quality continuation of the transformation of the social and child protection system. Further strengthening of institutional capacities to support vulnerable children and families and establish alternative family and community-based services for children is required. Having recognised that there is a need for strengthening, expansion and professionalisation of foster care the Ministry of Labour and Social Welfare plans to establish a centre(s) for foster care support.
Therefore, in 2019, Ministry of Labour and Social Welfare (MLSW) and Institute for Social and Child Protection (ISCP) requested UNICEF technical assistance to review the existing foster care system in Montenegro and provide guidance for its further strengthening.

Purpose and Objective(s)

The purpose of this assignment is to revitalize the reform efforts focused on the expansion of foster care services, so that unnecessary institutionalization of children is prevented, and children without parental care are provided with the right to live in a family environment.

The objective of this assignment is to review the existing foster care system in Montenegro and provide guidance for its further strengthening/expansion with a focus on professionalization of foster care and expanding emergency fostering (for babies and victims of violence) and fostering with intense support (for children with disabilities, children with challenging behaviour, children in conflict with the law, etc.).

Methodology and Technical Approach

A mixed methodology, including the collection of both qualitative and quantitative data will be used, during the review of the existing foster care system which will be based on a sample of 50 cases of kinship care and 20 cases of non-kinship care. 20 kinship and 10 non-kinship carers will be interviewed for the purpose of review and at least 30 children, beneficiaries of the foster care system. Quantitative data will be collected primarily through the official data of the MLSW (SWIS) and ISCP and tailor-made surveys for CSWs professionals (if needed). MLSW, ISCP and CSWs will make available the data from the SWIS database in accordance with applicable legislation, by taking into consideration relevant provisions pertaining to the protection of privacy of beneficiaries of SCP services. The review will be focused on identification of gaps and bottlenecks in provision of foster care services and benefits. It will provide a set of recommendations for improvement and professionalization of foster care system in Montenegro. Special consideration will be paid to application of the Human Rights Based Approach to Programming (HRBAP) principle and gender equality throughout the process. An executive summary, an integral part of the full report, will be produced containing main findings and key recommendations.

The Contractor will receive in depth guidance by the Ministry of Labour and Social Welfare, the Institute for Social and Child Protection and UNICEF and work in consultation with the staff of the Centres for Social Work, responsible staff in the MLSW, ISCP, health, education, justice, finance and other sectors, as well as children in foster care and foster families themselves.

On the basis of extensive desk review, and the results of the foster care review, the Contractor will provide concrete recommendations for key documents aimed at further developing the foster care system in Montenegro # including modules for professionalization and expansion of emergency fostering (for babies and victims of violence) and fostering with intense support (for children with disabilities, children with challenging behaviour, children in conflict with the law, etc.).

The Contractor's team of experts will work both from home and in the field. The Contractor's team of experts should include a national team member. The national team member will be in charge of supporting the international experts in the implementation of tasks specified below and the delivery of below deliverables.

Further guidelines relating to the methodology are outlined in the section #Activities and Tasks#.

Activities and Tasks

The following tasks need to be accomplished:
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<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
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<th>Unit Price</th>
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<tr>
<td>Task</td>
<td>Desk review # With reference to international standards (the CRC, CRPD, UN Guidelines on Alternative Care for children), to review, within the preparatory phase, relevant legislative and policy documents (Law on Social and Child Protection, Family Law, former Strategy on Foster Care Development (2012-2016), the Rulebook on Foster care, Plan of Transformation of the #Mladost#, Bijela institution for children without parental care, standards, protocols and reports concerning the work of centres for social work the Analysis of work of centres for social work in Montenegro from 2018, Beneficiary Assessment from 2016 and Experts Report from UNICEF ECARO on prospective work in the area of child care system reform (with focus on children with disabilities), from October 2019. Location: Home-based Timeline and number of working days in total for all team members: 5 working days # (tentatively by 5th February 2019)</td>
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<td>Task</td>
<td>To develop a draft methodology and timeline for the review of the existing foster care system in Montenegro, including detailed fieldwork methodology, review of individual cases, incorporation of data from the Social Welfare Information System and interview schedules. Location: Home-based Timeline and number of working days in total for all team members: 5 working days (by 10th February 2020)</td>
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<td>Task</td>
<td>To finalize the methodology on the basis of MLSW, ISCP and UNICEF comments and comments of the Ethical Review Committee. Location: Home based Timeline and number of working days in total for all team members: 2 working days (by 20th February 2020)</td>
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<td>Task</td>
<td>To organize and schedule review process (mostly with the support of the national team member). Location: Home based Timeline and number of working days in total for all team members: 1 working day (by 2nd March 2020)</td>
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<td>Task</td>
<td>To conduct review process/field work; organize necessary interviews with representatives of national institutions; engage in in-depth review of the foster care system by reviewing a sample of individual cases, in cooperation with the CSWs, other professionals, children and families, recipients of foster care, and obtain data about the quality of care, as well as quantitative data through the official data of the MLSW (SWIS) and ISCP (with the support of the national member of the team). Location: in Montenegro Timeline and number of working days in total for all team members: 10 working days (by 15th March 2020)</td>
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<td>Task</td>
<td>Review the Rulebook on Foster Care and Transformation Plan for #Mladost#, Bijela Institution, as well as the existing training modules on foster care. Location: Home based Timeline and number of working days in total for all: 5 working days (by end of March 2020)</td>
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<td>Task</td>
<td>To produce Draft Report with findings and recommendations from the review of individual cases and analysis of the existing documentation on foster care to strengthen and expand the foster care system in Montenegro in particular: 1) Expansion of foster care for babies, small children and victims of violence (emergency foster care); 2) Expansion of foster care with intense support for children with disabilities, children with challenging behaviour, in conflict with the law, etc.; 3) Creation of professional foster care cadre; 4) Differentiation of the tasks of MLSW, ISCP, CSWs, child care institutions and other relevant actors, towards</td>
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reaching the best modality for further foster care development/expansion. A range of different options for one or several foster care centres should be explored as part of this consultancy.

5) Key policy changes defining further foster care development.

**Task:**
To revise the Draft Report addressing comments of key counterparts, UNICEF and Ethical Review Committee.
**Location:** Home based
**Timeline and number of working days in total for all team members:** 10 working days (by middle of April 2020)

**Task:**
To present the Report with recommendations to the MLSW, ISCP and other potentially national partners in order to validate findings.
**Location:** In Montenegro
**Timeline and number of working days in total for all team members:** 1 working day (tentatively middle of May 2020)

**Task:**
To finalize the Report using feedback from MLSW, UNICEF and participants of the validation meeting.
**Location:** Home based
**Timeline and number of working days in total for all team members:** 2 working days (tentatively middle of May 2020)

**Task:**
On the basis of the review findings and in cooperation with the Institute for Social and Child Protection to develop specific training modules on emergency foster care and foster care with intense support, to be accredited by the Institute for Social and Child Protection.
**Location:** Home based
**Timeline and number of working days in total for all team members:** 10 working days (by middle of June 2020)

**Task:**
To finalize the modules on the basis of comments/feedback by the Institute for Social and Child Protection and UNICEF.
**Location:** Home based
**Timeline and number of working days in total for all team members:** 3 working days (by end June 2020)

**Task:**
To organize a set of trainings for Centres for Social Work and other responsible staff (potentially from Mladosi, Bijela institution) on different tasks assigned to different actors for the assessing, selection, recruitment, support and monitoring of foster carers for emergency foster care and foster care with intense support.
**Location:** In Montenegro
**Timeline and number of working days in total for all team members:** 10 working days (by middle of July 2020)

**Task:**
To produce Final Consultancy Report
**Location:** Home based
**Timeline and number of working days in total for all team members:** 3 working days (by 27th July 2020)

**Task**
To provide other related assistance, as required

**TOTAL WORKING DAYS:** 70
Key Deliverables and Timeframe

The contractor will be engaged in the period from 1st February to 27th July 2020 for a total of 70 working days.

The contractor is expected to produce the following key deliverables with the following tentative deadlines:

Deliverable

1. Finalized methodology for the review process
   Tentative deadlines: 20th February 2020
2. Conduct Review process
   Tentative deadlines: by end of March 2020
3. Produce Draft Report with findings and recommendations from the review of individual cases and analysis of the existing documentation on foster care development with a view of improvement and further professionalization of foster care system in Montenegro.
   Tentative deadlines: by middle of April 2020
4. Presentation of the Report
   Tentative deadlines: middle of May 2020
5. Produce Final Report
   Tentative deadlines: end of May 2020
6. Develop and finalize specific training modules on emergency foster care and foster care with intense support
   Tentative deadlines: by end June 2020
7. Deliver specific training modules on emergency foster care and foster care with intense support
   Tentative deadlines: by middle of July 2020
8. Produce Final Consultancy Report
   Tentative deadlines: by 27th July 2020

Ethical Considerations

The review of foster care system will be administered in line with the Procedure for Ethical Standards in Research, Evaluation, and Data Collection and Analysis (UNICEF, 2015) to ensure the highest ethical standards in all stages. This is necessary both in its own right and as a significant contributor to ensuring quality and accountability in the evidence generation process, especially when it involves children.

To achieve this goal, UNICEF Montenegro established an independent Ethical Review Committee in 2016, which reviews and approves research methodologies and final research reports, before their publication. The committee is multidisciplinary and multi-sectoral in composition.

As per the Terms of Reference, the functions of the Ethical Review Committee include the following:

1) Reviewing Relevant Research, Data Collection and Analysis Inception Reports, focusing on a detailed research methodology: to contribute to respect and protection of dignity, rights, safety and well-being of all children, groups and persons related to the concerned project/programme/activity. This would include participants in the research/evaluation, community at large, researchers, research community and institution/s. Tentatively, the Committee is expected to:
   a) Provide feedback on the inception report and/or proposed research methodology within 5 working days following the submission;
   b) Provide feedback on the draft research report no later than 5 working days following the submission;
   c) Provide feedback on the final research report no later than 5 working days following the submission;
2) Guidelines: Provision of Guidelines with respect to:
   a) When a full or expedited review is required and the arrangements and timelines for both.
Where significant ethical issues arise or where significant changes to the methodology or project occurs during the implementation of the project, the Committee should be notified and a decision made as to whether the changes or issues require ethical review.

3) Analysis and Documentation: Ensuring learning at UNICEF Montenegro and targeted capacity building of national partners through training and sessions related to ethics and other relevant issues of social research.

Management and Organisation

Management:

The Contractor will be supervised by UNICEF Montenegro Child Protection Officer, who will provide technical guidance to the process, liaise with national counterparts, and monitor implementation of the process (in programmatic and financial terms).

The Ministry of Labour and Social Welfare and the Institute for Social and Child Protection will designate focal points who will coordinate the process on their behalf, jointly with UNICEF CP Officer. They will facilitate the review process, ensure availability of necessary documents and case files, and facilitate organization of related meetings, interviews, presentations, working group meetings, etc.

Organization: Institutional consultancy is required for this consultancy. The Contractor's team of experts should include one national consultant, who will be in charge of supporting the international team members in the implementation of required tasks.

Schedule: This assignment will commence on 1 February 2020.

Qualifications and Background

Institution/Company:

- Organization/agency with proven experience and involvement in social work development and social and child protection system reforms including foster care;
- Proven ability to secure a team of consultants working across policy analysis, research, training facilitation etc. as required per assignment in these ToRs;
- Experience in working with a UN organisation and/or UNICEF will be considered an asset.

Team members with:

- University degree in social work, social policy, psychology, or other related science;
- Team leader with more than 10 years of experience in social work development and social and child protection system reforms;
- At least one team member with extensive research expertise and at least one team member with extensive experience in reviewing individual care plans in the area of social and child protection;
- At least one national team member;
- Proven track record on developing various forms of foster care, including fostering with intense support and emergency foster care;
- Expertise and experience in applying Human Rights Based Approach and gender mainstreaming and gender sensitive programming.
- Experience in working with a UN organisations and/or UNICEF will be considered an asset.

Language:

- Between the team members, excellent knowledge (oral and written) of both local and English languages is required.
Other:
- Effective communication and writing skills;
- Good interpersonal /communication skills.
- Strong analytical, synthesising, report writing, presentation skills and training skills.
- Demonstrated abilities to meet deadlines.

Content of technical and financial proposal

The proposal should consist of:

Technical Proposal including:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in last 5 years, which should include:
   # Title/Designation of each team member on the project and their CVs
   # Experience in working on similar project and assignment
b) Detailed description of the methodology and technical approach, quality assurance mechanism and risk mitigation measures put in place
c) Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member

Financial Proposal (Budget) including:

# Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal.
# Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight. UNICEF will reimburse the service providers upon the presentation of the travel tickets and boarding pass/receipts etc.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
# Other costs if applicable.

The financial proposal shall indicate budget estimated in USD.

Proposal evaluation

The potential contractors are expected to submit a proposal based on these Terms of Reference. The proposal will be evaluated against the following criteria:
(1) relevance, efficiency and effectiveness of proposed methodology and technical approach;
(2) organisational and technical capacity of the applicant;
(3) relevant experience in similar type of work; and
(4) budget.

The evaluation of submitted proposals against these criteria will be used as a basis for the selection of the contractor.

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the commercial (financial) proposal.

The total maximum obtainable points is 100.

A) Technical evaluation - Maximum points: 70
1- Professional profile - 25
2- Proposed Methodology and Approach # 25
3-Quality of Personnel and Suitability for the assignment # 20

Technical Proposal Evaluation Form

1. Professional profile
   In brief: Evidence of experience with similar projects and clients

   1.1 Evidence of experience in similar projects
   e.g. social work development and social and child protection system reforms including foster care;
   e.g. previous engagements with UNICEF or other UN agencies related to social and child protection
   Points Obtainable: 10

   1.2 Evidence of familiarity with foster care system, including fostering with intense support and emergency foster care
   Points Obtainable: 10

   1.3 Familiarity with key human and child rights instruments, the CRC, CRPD, UN Guidelines on Alternative Care for children
   Points Obtainable: 5

2. Proposed methodology and Approach
   In brief: Approach, methodology and workplan for the review, technical assistance and capacity building

   2.1 Overall understanding of the ToR and the needs and objectives of the assignment
   Points Obtainable: 10

   2.2 An outline of the Workplan to conduct the review of foster care system with a view of strengthening and expanding the foster care system in Montenegro
   Points Obtainable: 15

3. Quality of Personnel and Suitability for the assignment
   In brief: Evidence of knowledge, skills and experience

   3.1 Profile and experience of the organization
   Points Obtainable: 10

   3.2 Academic background and required professional experience of the team members (as per the ToR)
   Points Obtainable: 10

   Total 70 points

B) Financial proposal (Budget) # Maximum points: 30

-Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.

-Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal. Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.

-Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.
- The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.

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UNITED NATIONS CHILDREN’S FUND.
Wishes to invite interested companies to provide Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care. Terms of Reference for this assignment are incorporated in LRPS-2019-9154841 and make integral part of it.
Potential contractors should submit bidding documentation consisting of technical (A) and financial proposal (B) to the following e-mail address: podgorica@unicef.org

The potential contractors are expected to submit a proposal based on Terms of Reference. The proposal will be evaluated against the following criteria:

1. relevance, efficiency and effectiveness of proposed methodology and technical approach;
2. organisational and technical capacity of the applicant;
3. relevant experience in similar type of work; and
4. budget.

The evaluation of submitted proposals against these criteria will be used as a basis for the selection of the contractor.

Each proposal will be evaluated against a weight allocation of 70 for the technical proposal and 30 for the commercial (financial) proposal. The total maximum obtainable points is 100.

A) Technical proposal - Maximum points: 70
(one separate e-mail; attachment password protected; The reference #LRPS-2019-9154841 Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care- technical proposal):

The technical proposal should contain:

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in last 5 years, which should include:
   # Title/Designation of each team member on the project and their CVs
   # Experience in working on similar project and assignment
b) Detailed description of the methodology and technical approach, quality assurance mechanism and risk mitigation measures put in place
c) Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
d) Completed Supplier Profile Form which can be found here: https://wcmprod.unicef.org/montenegro/en/tenders (https://bit.ly/2kbpZo) along with the documents required in the form.

B) Financial proposal - Maximum points: 30
(one separate e-mail; attachment password protected; The reference #LRPS-2019-9154841-Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care# - financial proposal):

The financial proposal should contain:
Financial Proposal (Budget) including:

# Daily fee rates for each team member per deliverable, as well as total cost per professional based on number of working days included in the technical proposal.
# Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight. UNICEF will reimburse the service providers upon the presentation of the travel tickets and boarding pass/receipts etc.). Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
# Other costs if applicable.

The financial proposal shall indicate budget estimated in USD.

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2019-9154841 must be used when replying to this invitation. The reference #LRPS-2019-9154841 - Institutional Consultancy for technical assistance to the Ministry of Labour and Social Welfare and the Institute for Social and Child Protection of Montenegro to review the existing foster care system and accelerate strengthening/expansion of foster care# must be indicated in the subject of the e-mails as indicated above. Passwords for the protected attachments should be sent in separate e-mail to the following e-mail address: mjankovic@unicef.org

Proposals should be submitted in English language. Prices must be given in USD and without tax as UN Agencies are tax exempt for the purchasing of goods and services. Proposals must be received by 12:00 CET on December 27, 2019. Proposals received after the stipulated date and time will be invalidated.

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

Due to the nature of this LRPS, there will be no public opening of proposals.
It is important that you read all the provisions of the bid, to ensure that you understand UNICEF’s requirements and can submit a proposal in compliance with them. Note that failure to provide compliant proposals may result in invalidation of your proposal.
In accordance with UNICEF Rules and Regulations the award and the reasons for making the award are UNICEF’s internal decision and information about other bidders or their bids must not be divulged.

The invitation for submission of proposals does not oblige signing of the contract with bidders, nor does it assume the obligation to pay the costs of preparing the bids. UNICEF accepts no responsibility for undelivered proposals and will not accept proposals after the closing date and time.
THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:
A) Technical evaluation - Maximum points: 70
   - Professional profile - 25
   - Quality of Personnel and Suitability for the assignment # 20
   - Proposed Methodology and Approach # 25

B) Financial proposal (Budget) # Maximum points: 30

- Technical proposal evaluation. Proposals passing the minimum technical pass score (49 points-70% of the maximum points obtainable for technical proposal) will continue into the Financial proposal evaluation.
- Financial proposal evaluation. The lowest price proposal will be awarded the full score assigned to the commercial proposal. -Recommendation. The recommendation for award of contract will be based on best combination of technical and financial score.
- Final award and contracts. Based on verified nominations and final scores, contract negotiations could be initiated with one or more successful Proposers.
- The UNICEF evaluation team will select the Proposal which is of high quality, clear and meets the stated requirements and offers the best combination of technical and financial score.
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/RFP(S). 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 (UNGMS). 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.
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 meanings:

"Affiliate" means, with respect to the Contractor, any of its corporate affiliates or subsidiaries, 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 subsequently identified as confidential in writing when furnished in an unrecognizable form or disclosed entity, and includes information, the confidential or proprietary nature of which, if it should be reasonably apparent from the inherent nature, quality or characteristics of such information.

"Contract" means the service 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, worm or other similar damaging instruction or design, or computer code. Such or similar computer code that may have the consequence (whether by design or unintentionality) of disrupting, disabling, hampering, overloading, security systems or otherwise impeding or in any manner the normal operation or performance of (i) any software or server or (ii) any UNICEF information system or network.

"End User" means, to the extent that the Services or Deliverables involve the use of any information systems, any and all UNICEF employees, consultants and other personnel and any other end users endorsing with UNICEF, in each case, authorized by UNICEF to access and use the Services and/or Deliverables.

"Fees" is defined as Article 3.1.

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

"Key Personnel" are: (i) Personnel identified in the proposal as key individuals (as a minimum, program managers, senior academics) as being engaged for participation in the performance of the Contract; (ii) Personnel whose services are 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.

"Person(s)" means the Contractor's officers, employees, agents, individual subcontractors and other sub-entities.

"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 (i) indicates that the security of such information system, service, or network has been breached or compromised and (ii) such breach of compartment could very likely compromise the security of UNICEF's Confidential Information or systems or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of, or exploitation 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 possessed or held in digital form that (i) are provided to the Contractor by, or on behalf of, UNICEF under End Users under the Contract or through UNICEF's users End Users' use of the Services or in connection with the Services, or (ii) are collected by or on behalf of the Contractor in the performance of the Contract.

"UNICEF Supply Website" means UNICEF's public access website available at https://www.unicef.org/supply/notice, as may be updated from time to time.

1.3 These General Terms and Conditions of Contract, UNICEF's Policy Prohibiting and Combating Fraud and Corruption, the UNICEF's Policy on Conduct Protecting the Rights and Well-being of Children, the UN Supply Conditions and the UNICEF Information Security 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

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 own 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 representation to it as to the availability of its facilities, equipment, material, systems or systems which may be helpful or useful for the performance 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 (i) take such steps as are reasonably necessary for the specific purpose for which the access has been granted and (ii) 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 shall negotiate any necessary changes to the Contract, including as to the Fees 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 for work authorized by UNICEF to be performed on the Contract in connection with the provision of the Services or development of the Deliverables.

2.5 UNICEF will not authorize any equipment or supplies which may be provided to the Contractor by UNICEF, which remains with UNICEF. Both equipment and supplies will be returned to UNICEF at the conclusion of the Contract and any non-returnable equipment will be removed. The Contractor will pay not more than the reasonable replacement value 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 or delivery of the Deliverables; and (ii) take any necessary actions to expedite delivery of the Services under Deliverables, as the Contractor's cost (within the delay's duration) in order to (a) recover (as defined in Article 6.8 below) and (b) reasonably accepted by UNICEF.

2.7 The Contractor acknowledges that UNICEF may maintain the Contractor's performance under the Contract(s).
ANNEX A
GENERAL TERMS AND CONDITIONS

the Contract and may at any time evaluate the quality of the Services, provided that the Deliverables to determine whether or not the Services and Deliverables conform to the Contract. The Contractor agrees to provide the services and Deliverables to conform with the performance requirements and conditions, including all additional costs or expenses to UNICEF, and will provide proof of 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 pre-crediting. Neither the evaluation of the Services and Deliverables, nor failure to determine any such violation, will relieve the Contractor of any of its obligations under this 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 incorrect, 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 for such services or deliverables as UNICEF may determine, in its sole discretion, to be necessary as specified in the vendor;
   (b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-conforming or incomplete performance.
   (c) request all or part of the Services and Deliverables from other sources, and require the Contractor to pay UNICEF for any additional cost beyond the balance of the fees 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 time 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 Pursuant to Article 11.5 below, the Contractor expressly acknowledges that it UNICEF’s terms of service 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 any late or non-compliance 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 (General 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, employ, and retain Personnel, including, but not limited to, in the performance of the requirements under the Contract and work, while doing so, will respect the basic laws and customs and conform to a high standard of moral and cultural conduct.
   (c) The qualifications of any Personnel whom the Contractor may assign or employ 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 receipt of UNICEF’s request, the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also applies to Personnel of the Contractor who are "across the border" 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 (a) notify the UNICEF contracting authority in writing within fourteen (14) days by telephone and (b) obtain the UNICEF contracting authority’s approval prior to making any substitutions of Key Personnel. In notifying the UNICEF contracting authority, the Contractor will provide an explanation of the circumstances resulting in the proposed replacement and submit justification and qualifications of replacement Personnel in sufficient detail to permit evaluation of the request in accordance with Article 6.3.4.3.

3. Fee: Invoicing, The Request for Payment Terms

3.1 The total fee for the Services in the amount of the amount specified in the first section of the Contract ("the Fee"), it being understood that such amount is specified in United States dollars, where United only expressed 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 itemized. It is understood and agreed that the Contractor will not request any changes in the Fee and that the Services or Deliverables have been provided and the fees cannot be changed except by written agreement between the Parties before the relevant Services or Deliverables is provided. UNICEF will not agree to changes in the Fee for modifications or applications of the scope of work if those modifications or applications of the scope of work have already been initiated by the Contractor. UNICEF will not be liable for any work contracted or incurred provided by the Contractor that are outside the scope of work or are not authorized in advance by UNICEF.

3.2 The Contractor will invoice UNICEF only after the Contractor has performed the Services for the purposes of the深入推进 the Deliverables in accordance with the Contract and to UNICEF’s satisfaction. The Contractor will issue (a) and (b) in respect of the payment being sought, as the specifically itemized in the Contract, and in English, indicating the Contract Identification number listed on the face page of the Contract and (c) in accordance with Deliverables delivered, as well as supporting documentation, for payment. Invoices must be submitted by UNICEF to notify the Contractor in writing in accordance with the Contract.

3.3 The Contractor acknowledges UNICEF to be understated from the Contractor’s invoices any amount
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representing direct taxes (except charges for vehicles services) and consumer surcharges, duties and charges if a similar nature in respect of articles imported or exported by UNICEF's official and in accordance with the exception from tax in Article 3, Section 3 of the Convention on the Privileges and Immunities of the United Nations, 1945. In the event any governmental authority refuses to recognize this exemption or otherwise, duties or charges, the Contractor will immediately notify UNICEF to determine a mutually acceptable procedure. The Contractor will provide free cooperation to UNICEF with regard to obtaining UNICEF's exemption from, or refund of amounts paid by it, 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 delivery of any portion of this 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 respecting 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) to which they apply and UNICEF will pay any agreed remaining balance in accordance with Article 3.5 within thirty (30) days after the final resolution of such dispute.

3.5 UNICEF will pay the unsubtracted amount of the Contractor's invoice within thirty (30) days of receipt of both the invoice and the required supporting documents, as referred to in Article 3.2 above. The amount paid will reflect any costs or expenses (including the cost of postage or delivery charges) paid by the Contractor.

3.6 Each invoice will contain the Contractor's bank account details provided as UNICEF is free 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 made available by the Contractor on written request by UNICEF. If any changes to bank details are made, the Contractor will notify UNICEF of such changes immediately.

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, and/or if the Contractor has not provided sufficient documentation in support of the invoice.

3.8 UNICEF will have the right in its sole discretion not to accept any amount or amounts due and payable by UNICEF to the Contractor under the Contract, any payment, indemnities, or other claims (including, without limitation, any prepayment made by UNICEF to the Contractor) made by the Contractor to UNICEF under the Contract or under any other contract or agreement between the Parties. UNICEF will have the right 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 internal and external auditors or by other authorized 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 request a refund from the Contractor if the amount paid is found to be inconsistent with the Contract and the conditions of the payment to which it relates.


9.1 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 that the Contract is, valid, legal and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has provided to UNICEF is true, correct and not misleading; and (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract.

9.2 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 under the Contract)

9.3 General Liability Insurance against all risks in respect of the Contractor and against all claims arising out of or in connection with the Contractor's performance under the Contract.
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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 time such other action as may be appropriate and (b) will not advise the relevant authority that requested disclosure. UNICEF may disclose the Contractor’s Confidential Information to the extent required pursuant to such measures or regulations of its governing body.

5.4 The Contractor may not communicate it in any case to any other person, Government or third party except 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, and will the Contractor in any case use such information to prove advantage.

Data Protection and Security

5.5 The Parties agree that, as between them, all UNICEF Data, together with all rights vesting in UNICEF intellectual property and proprietary rights, title and interest in such UNICEF Data, shall be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to access and use the UNICEF Data or provided to the Contractor, 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 contents.

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 instructions on access and disclosure contained in this Annex.

5.7. The Contractor will use its reasonable efforts to ensure that the transfer of any UNICEF Data from data protection legislation of the place of earlier processing to any other place is in accordance with the requirements of the Contract.

Confidentiality

5.5 Confidential Information that is considered proprietary by either Party or that is 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 in confidence by the Recipient. The Recipient will not use the same name and description to avoid disclosure of the

5.1 Unless otherwise expressly provided for in the Contract,

5. Under 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"); and (2) the Contractor deems valuable for UNICEF to take during the term of the Contract and which bear a direct relation to the Contract or (a) are prepared, prepared or collected in connection with, or during the course of, or 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 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.

5. UNICEF will not be entitled to, and will not claim any proprietary 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 purpose of and in accordance with the requirements of the Contract.

5. 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 title for, in the case, intellectual property referred to in paragraph (b) above, licensing them to UNICEF in accordance with the requirements of the applicable law and of the Contract.

5. The Contractor will not disclose to any third party any Confidential Information except as required by law or regulation. If otherwise required to disclose Confidential Information by law, the Contractor will promptly notify UNICEF in writing of the nature and substance of such disclosure and of any person or persons to whom such disclosure is made. The Contractor will provide the Recipient with the same notice and opportunity to agree to any such disclosure as may be required by law or regulation. If otherwise required to disclose Confidential Information by law, the Recipient will promptly notify UNICEF in writing of the nature and substance of such disclosure and of any person or persons to whom such disclosure is made. The Recipient will provide the Contractor with the same notice and opportunity to agree to any such disclosure as may be required by law or regulation.

5.4 Unless otherwise expressly stated in the Contract or with UNICEF’s express prior written consent, the Contractor will not install any applications or other software on any UNICEF device, system or network. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disability Code, and that UNICEF will not otherwise receive from the Contractor any Closing Date Code in the performance of the Contract. Without prejudice to UNICEF’s other rights and remedies, if a Disability Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to remove any and all UNICEF Data test by UNICEF under 11.1.4 (c) as a result of Disability Code; (h) install or UNICEF a corrected version of the Services without the presence of Disability Code; and (c) assiduously improve the Services.

5.3 Except as otherwise expressly provided for in the Contract, with any UNICEF’s express prior written consent, the Contractor will not install any application or other software on any UNICEF device, system or network. The Contractor represents and warrants to UNICEF that the Services and Deliverables provided under the Contract will not contain any Disability Code, and that UNICEF will not otherwise receive from the Contractor any Closing Date Code in the performance of the Contract. Without prejudice to UNICEF’s other rights and remedies, if a Disability Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to remove any and all UNICEF Data test by UNICEF under 11.1.4 (c) as a result of Disability Code; (h) install or UNICEF a corrected version of the Services without the presence of Disability Code; and (c) assiduously improve the Services.

5.2 Information contained in any Confidential Information is considered proprietary by either Party or that is 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 in confidence by the Recipient. The Recipient will not use the same name and description to avoid disclosure of the
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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 as its sole right and remedy: (a) notify UNICEF of such Security Incident and of the Contractor's proposed remedial actions; (b) implement any and all necessary damage mitigation and remediation actions; and (c) at its sole cost and expense, train or refresh UNICEF's end Users 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 mitigations and remediation actions. The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, and transfer of information as to, any Security Incident, if the Contractor fails to resolve, or UNICEF reasonably concludes, any such Security Incident, UNICEF can terminate the Contract with immediate effect.

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 (and by this Article 5 of the Contract, on its service providers, subcontractors and any 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, if UNICEF's service provider, destroy all copies of such information held by the Contractor or its service providers, subcontractors and any such third parties; and

(b) will transfer to UNICEF all Intellectual and other proprietary information in accordance with Article 5.10.

6. Termination: Power of Attorney

Termination by Either Party for Material Breach

6.1 If real Party is in non-compliance with any of its obligations under the Contract, the other Party may give it written notice that within thirty (30) days of receipt of such notice the breach must be remedied (in such breach is capable of remedy). If the breaching Party does not remedy the breach within such thirty (30) days period or if the breach is incapable of remedy, the non-breaching Party may terminate the Contract. The termination will be effective thirty (30) days after the non-breaching Party gives the breaching Party notice of termination. The termination of, or any breach of, the Contract in accordance with Article 9 (Premises and Intellectual Property) below will not be governed by the provisions of the Contract.

Additional Termination Rights of UNICEF

6.2 In addition to the termination rights under Article 8.1 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) if the circumstances described in, or in accordance with, Article 7 (Ethical Standards) or Article 8 (Premises and Intellectual Property) are applicable to the Contractor;

(b) if the Contractor breaches any of the provisions of Articles 5.2.5.8.11 (Confidentiality, Data Protection and Security);

(c) if the Contractor (i) is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a receivership or any type of bankruptcy, or bankruptcy or compulsory liquidation, (ii) is in general a bankrupt or a company, (iii) is in general a debtor, or is declared insolvent, (iv) fails to make payments for the benefit of one or more of its creditors, (v) has a receiver appointed as receiver of the bankruptcy of the Contractor, (vi) offers a settlement in lieu of bankruptcy or compulsory liquidation or (vii) fails to become, in UNICEF's reasonable judgment, subject to a materially adverse change in its financial condition that can reasonably affect the ability of the Contractor to perform all 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 in any manner by providing written notice to the Contractor in any case in which UNICEF's contractually applicable 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) days 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 to doing so, release equipment to a minimum, and will not undertake any further or additional commitments, or any of the nature of the termination. In addition, the Contractor will take all actions that may be necessary, or that UNICEF may direct in writing, in order to affect a transfer or protect any property, whether tangible or intangible, related to the Contractor that is in the possession of the Contractor and to which UNICEF has or may be reasonably expected to require an interest.

6.5 If the Contract is terminated by either Party, the Contractor will immediately deliver to UNICEF any finish 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-progress related specifically to the Contract. If UNICEF does not terminate any other party to continue the Services or complete any unfulfilled work, the Contractor will provide its reasonable cooperation to UNICEF and such party to the orderly liquidation of Services and other matters. All Confidential Information, data, materials or work-in-progress. 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 for payment, it will be due sums 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 termination of the Contract or spent as a result of termination, and if such Services and Deliverables were provided to UNICEF in accordance with Article 6.6, but would not apply to UNICEF for all sums or amounts which may be required by UNICEF by reason of the Contractor's default (including but are limited to costs of termination and delivery of replacement or substitute Services to Deliverables).

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

7. Force Majeure

7.1 If the 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 thirty (30) days instead of thirty (30) days. "Force Majeure" means any unforeseeable and inevitable events arising from causes beyond the control of the Parties, including acts of nature, acts of war, water, air or rail accidents or events, labor, terrorist, insurrections 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 act of a Party, (b) any event which a diligent Party would reasonably have been expected to take into account and plan for at the time the Contract was entered into, for the inadvertent or unavoidable events arising from causes beyond the control of the Parties, including acts of nature, acts of war, water, air or rail accidents or events, labor, terrorist, insurrections or other acts of a similar nature or force. "Force majeure" events resulting from hard conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating, or to which occurs to or withholding time, are events resulting from UNICEF's humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Articles 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select and retain a number under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the laws laws and contracts, and conduct in a high standard of ethical and legal standards.

7.2 (a) The Contractor represents and warrants that it is an entity of UNICEF or of any United Nations System Organization and is exempted from or on behalf of the Contractor, or will be entitled to any legal entity of the Contractor, or a person in the conduct of the Contractor, respecting the laws laws and contracts, and conduct in a high standard of ethical and legal standards.

(b) The Contractor represents and warrants that the following requirements with regard to thrift:
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UNICEF officials have been consulted with and will be consulted 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 procure to UNICEF, about any matters that were within such former official's responsibilities while at UNICEF.

(iii) The Contractor further represents that, in respect of all aspects of the Contract (excluding the services of the Contractor by UNICEF to the Contractor and the selection and awarding of sub-contractors by the Contractor), it has disclosed to UNICEF any situations 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 organization or other international inter-governmental organization. The Contractor will immediately disclose to UNICEF if 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 standards of ethics; (b) use its best efforts to protect UNICEF against harm, in the performance of the Contract; and (c) comply with the applicable provisions of UNICEF's Policy on Bribery and Corruption and Fraud and Corruption. In particular, the Contractor will not engage, and will ensure that its Personnel, agents and subcontractors do not engage, in any bribery, fraudulent, collusive, deceptive or deceptive practices, and such terms are defined in UNICEF’s Policy on Bribery and Corruption.

7.5 The Contractor, during the terms of the Contract, comply with (a) all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract and by the standards of conduct required under the UN Supplier Code of Conduct (available at the United Nations Global Marketplace website - www.un丐.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 31, or in the International Labor Organization’s Convention Concerning the Protection and Welfare of the child (ILO, No. 182, 1999) or (b) in the manufacture, sale, distribution, or use of any explosive, toxic or poisonous substance or in the manufacture of any explosive material.

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 exploitation will mean any person less than eighteen years of age, regardless of any legal system relating to consent, with the consent of such exploitation or 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 any persons engaged by the Contractor, from exchanging any money, goods, services, or other things of value, for sexual favors or activities or from engaging in any sexual activities that are exploitative or degrading to any person. This provision encompasses all essential terms of this Contract and any breach of this representation and warranty will result in UNICEF terminating 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 understandings 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 election, 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 (b) UNICEF becomes aware of any incident or report that is inconsistent with, or the Contractor breaches any of the understandings and confirmations provided in this Article 9 or the equivalent provisions of any contract between UNICEF and the Contractor or any of the Contractor's Affiliates, or (c) the Contractor or any of its Affiliates, or Personnel or directors becomes subject to any sanction or temporary suspension described in Article 7.5 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, its suspension will be lifted. In the case of termination, UNICEF may lift the suspension by written notice to the Contractor and the Contractor and all other affected contracts will remain 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 otherwise on 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 Contractor operates or operates, and the Contractors' 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 purpose 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; and to use reasonable diligence to cooperate in making its Personnel and any relevant data and documentation available. The Contractor will require its subcontractors and its agents, nominees or other sub-contractors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities

9.1 The Contractor, its Personnel and any Personnel of any of its affiliates, and the Contractor and its Personnel and any Personnel of any of its Affiliates, shall be entitled to all privileges and immunities granted to the United Nations, including UNICEF and its subsidiaries, under the Convention on the Privileges and Immunities of the United Nations, 1945, or equivalent.

9.2 The Contractor will be entitled to accord such privileges and immunities as are accorded to each other by the laws of the host country and the laws of the country of origin of the Contractor.

9.3 The Contractor will be entitled to accord such privileges and immunities as are accorded to each other by the laws of the host country and the laws of the country of origin of the Contractor.

10. Notices

10.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing, and addressed to the person named in the Contract for the delivery of notices, requests or consents. Notice, requests or consents will be delivered in person, by registered mail, or by facsimile email transmissions. Notices, requests or consents will be deemed received within fifteen (15) days after their delivery by the addressee's electronic address (as determined by the addressee's electronic equipment).

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 shall prevail.

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10.9 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 (Protests and Disputations).

11. Other Provisions

11.1 The Contractor acknowledges UNICEF's commitment to transparency as outlined in UNICEF's Information Management Policy and confirms that it contains no UNICEF public discussion.

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 unlawful 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 any 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 carry a default under the Contract, nor any delay or failure by UNICEF to exercise any right or remedy available to UNICEF under the Contract, will be deemed to preclude 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 to file any claim, lawsuit, or other encumbrance against any parties due or to be become due under the Contract, and will not permit any other person to do so. It will immediately request or obtain the removal of any lien, attachment or other encumbrance that is secured against any amounts that may become due under the Contract.

11.7 The Contractor will not advertise or otherwise make public for purposes of unrestricted advantage or goodwill that it has a contractual relationship with UNICEF or the United Nations. Except as required references to the name of UNICEF for the purposes of normal reports or correspondence between the Parties and between the Contractor and its Principals or sub-contractors, the Contractor will not, in any manner whatsoever use the name, emblem or official seal of UNICEF or of 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 Contractor 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 to this 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 authorized official of UNICEF.

11.10 The provisions of Articles 2.10, 3.1, 4.9, 4.5, 4.7, 4.9, 4.11.3, 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.