REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9156664

05 March 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

International Institutional Consultancy Service to Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

Ana Popivoda
(To be contacted for additional information, NOT FOR SENDING PROPOSALS)
Email: apopivoda@unicef.org

Approved By:

Kosa Buskovic

Date: 05.03.2020
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-2020-9156664 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 _____
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
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<tbody>
<tr>
<td>10</td>
<td>Situation Analysis (SitAn)</td>
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**ANNEX B**

Terms of reference

International Institutional Consultancy to Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro for UNICEF Montenegro.

Terms of Reference for this assignment are incorporated in LRPS-2020-9156664 and make integral part of it.

| Service Analysis (SitAn) | 1 | PU |
SPECIAL NOTES

March 5, 2020
REQUEST FOR PROPOSAL
LRPS-2020-9156664

UNITED NATIONS CHILDREN'S FUND.
Wishes to invite interested companies to provide International Institutional Consultancy to Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro for UNICEF Montenegro. Terms of Reference for this assignment are incorporated in LRPS-2020-9156664 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.

A) Technical evaluation - Maximum points: 70

(one separate e-mail; attachment password protected; The reference "LRPS - 2020-9156664 to International Institutional Consultancy Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro for UNICEF Montenegro" - technical proposal):

a) Portfolio of the organisation/institution/agency with examples of previous work on similar projects and clients in the 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-List all similar projects they worked on and their roles on those projects
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
- Quality assurance mechanism and risk mitigation measures put in place

b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days, timeframe and deadlines for deliverables

d) Evidence about the two to three similar assignments containing the following information:
- Name of Client
- Title of the Project
- Year and duration of the project
- Scope of the Projects/Requirements
- Proposed Solutions and Outcome include visuals, web-links, etc.
- Team members on each of the project and their specific roles
- Project timelines (start and end date year, and any other information necessary)
- Reference / Contact person details


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

(one separate e-mail; attachment password protected; The reference "LRPS - 2020-9156664
International Institutional Consultancy Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro for UNICEF Montenegro" - financial proposal:

-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 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.). 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.

LRPS - 2020-9156664(filled out and signed)

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2020-9156664 must be used when replying to this invitation. The reference "LRPS - 2020-9156664 International Institutional Consultancy Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro for UNICEF Montenegro" must be indicated in the subject of the e-mails as indicated above.

Passwords for the protected attachments should be sent is separate e-mail to the following e-mail address: mjankovic@unicef.org

Proposals should be submitted in English language. Prices must be given in EUR and without tax as UN Agencies are tax exempt for the purchasing of goods and services.

Proposals must be received by 12:00 hrs CET on March 25, 2020. 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 obligate 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 component - Maximum points: 70

-Professional profile - 20
-Proposed Methodology and Approach-15
-Quality of Personnel and Suitability for the assignment-35

B) Financial component - 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 (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.
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 or in the time of exchange between the Parties or promptly identified as confidential in writing when furnished in an imitable form or disclosed orally, and includes 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 Service, 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 unauthorized 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 system, any and all UNICEF employees, contractors 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, except that "UNICEF Supply Website" means UNICEF's public access website 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 Combating Fraud and Corruption, the UNICEF's Policy on Conduct Promoting the Protection and Safeguarding of Children, the UN Supplier Code of Conduct and UNICEF's Information Disclosure Policy referred to in the Contract, as well as any 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 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, materials 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 of the Contractor's 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 subcontractors 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 for 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 to 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
ANNEX A
GENERAL TERMS AND CONDITIONS

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 applies to Personnel of the Contractor who have “account manager” or “relationship manager” type functions.

(e) If one or more of Contractor’s Key Personnel becomes 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 accepting the UNICEF contracting authority’s approval, 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 considered 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 Conduct Protecting the Promotion of the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the safeguarding 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 responsibility with 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”), being understood that each 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 included in the Contract. 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 invoice UNICEF only after the Contractor has provided the Services (or components of the Services) and delivered the Deliverables (or instalments 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 authorises UNICEF to deduct from the Contractor’s invoices any amount
ANNEX A
GENERAL TERMS AND CONDITIONS

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, 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 debited 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 unprocessed 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 be entitled to interest on any late payment or any terms payable under the Contract or any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not release 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 to UNICEF under the Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UNICEF to the Contractor) owing to the Contractor 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 (except 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 authorized agents of UNICEF, at any time during the term of the Contract and for there (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 Contractor 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 delivery of the Deliverables is true, correct, accurate and not misleading; (c) is it 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 agreements or arrangements that (i) limit or restrict or otherwise affect 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 warranties with the fullest regard to the interests of UNICEF and will refrain from any actions 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 its and its Personnel and sub-contractors will perform the Contract and provide the Services and Deliverables in a professional and good faith 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 the 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 (of any kind) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables; and (b) each Government or other entity (of any kind) that receives the direct benefits of the Services and Deliverables, and 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 is not 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.

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 benefits 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 is not 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.

Insurance

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 defense, settlement and compromise of any such suit, proceeding, claim or demand, except with respect to the assertion or defense 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 is between the Contractor and UNICEF only. 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.

4.6 The Contractor will comply with the following insurance requirements:

(a) The Contractor will have and maintain in effect with reputable insurers and at 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 Contractor 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;
ANNEX A
GENERAL TERMS AND CONDITIONS

(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 fend off all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (i)(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

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 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, reconstructions, 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 the 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.

(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 Recipient 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 will give UNICEF sufficient notice of such request in order to allow UNICEF to have a reasonable opportunity to seek the intervention of the relevant national government to establish protective measures or take such other action as may be appropriate and will do all in the capacity of the Recipient to assist UNICEF. UNICEF may disclose the Contractor’s Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.

5.4 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, non-exclusive license to access and use the UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing licenses, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its contents.

5.6 The Contractor shall ensure 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 the Contractor in respect of UNICEF Data.

5.7 The Contractor will use 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 fulfill 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 Code; and (c) as needed, re-implement the Services.
ANNEX A
GENERAL TERMS AND CONDITIONS

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 immediate effect.

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 may give written notice 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.

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) if 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 is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stays 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 reasonable mandate 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 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 minimize 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 losses 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 any events which is caused by the negligence or intentional action of a Party; any event which arises due to a Party’s actions; or any event resulting from acts of war, acts of terrorism or other events unrelated to the normal course of business.

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 employers 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.

6. 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, 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 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 Combating 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 Combating 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.unmg.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 Organization'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 utilized 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 exploitative 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 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.

8. Notices

8.1 UNICEF may, at any time, exercise its right to 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 understandings 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.

8.2 In the case of suspension, if the Contractor takes appropriate action to address the relevant incident or breach or 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.

8.3 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.

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 to either Party by arbitration. The arbitral tribunal will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, New York, USA. The decisions of the arbitral tribunal will be final in accordance with the United Nations International Commercial Cases. 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 London Inter-Bank Offered Rate (LIBOR) then prevailing and any such interest will be simple interest only. 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.
ANNEX A
GENERAL TERMS AND CONDITIONS

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.

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.
ANNEX B

TERMS OF REFERENCE

International Institutional Consultancy Service to Conduct Situation Analysis (SitAn) of Children and Adolescents in Montenegro

1. BACKGROUND AND CONTEXT

The Situation Analysis (SitAn) of the rights of children and adolescents and their wellbeing is a flagship product designed to inform policy dialogue, partnerships and interventions to improve the lives of children. It is an assessment and analysis of the country situation, with respect to children's rights and critical issues affecting their realization. The SitAn is a crucial part of the child rights monitoring (CRM) framework and represents a key UNICEF programmatic output that identifies knowledge gaps related to inequities and child deprivations. By promoting a broad engagement of stakeholders, the SitAn is expected to inform policy dialogue and child-focused policy advocacy to contribute to accelerating the achievement of child-related goals, with a particular focus on equitable outcomes for children and adolescents.

The SitAn is in line with UNICEF’s role to support governments and key stakeholders to use the Convention on the Rights of the Child as a guiding mechanism for legislation, policy making, budgeting and services provision to:

- Develop and monitor a comprehensive national agenda on the rights of the child;
- Develop permanent bodies or mechanisms to promote coordination, monitoring and evaluation of activities throughout all sectors of government;
- Ensure that all legislation is fully compatible with the Convention and, if applicable the Optional Protocols, by incorporating its provisions into domestic law or ensuring that they take precedence in cases of conflict with national legislation;
- Make children and adolescents visible in policy development processes throughout government by introducing child impact assessments;
- Analyse government spending to determine the portion of public funds spent on children and to ensure that these resources are being used effectively;
- Ensure that quality/disaggregated data are collected and used to improve the situation of all children in each area;
- Raise awareness and disseminate information on the Convention and the Optional Protocols by providing training to all those involved in government policy-making and working with or for children;
- Involve civil society – including children themselves – in the process of implementing and raising awareness of child rights.

The SitAn is an integral part of the UNICEF Programme Policy and Procedure and should be commissioned at least once in the course of a programme cycle. The last situation analysis in Montenegro was conducted in 2014 as a part of the Mid-term Review of the UNICEF-Government of Montenegro Programme of Cooperation 2012 - 2016 (report not published). It identified key issues hindering the full realization of children’s rights and, to some extent, their causes. The 2014 MTR report also analysed the overall policy framework for children and capacities of duty bearers for meeting their obligations.

The report pointed to child rights challenges and equity gaps in the country, even though progress in a number of child rights areas was identified. Poverty was recognised as one of key risks for social exclusion as well as psychosocial risks for children and significant horizontal differences between socioeconomic quintiles and deprivations based on discrimination. The report highlighted that full realization of the rights of all children in Montenegro required commitment and further efforts in particular in the areas of: social and child protection, right of the child to live in a family environment, protection against violence, early childhood education and development, quality of teaching and learning outcomes, access to justice and intensified work with adolescents and youth.

Poor implementation of laws and policies due to inadequate resourcing and lack of coordination between sectors and duty bearers at central and local level; limited professional capacities; lack of professional accountability; indifferent public attitudes and weak civil society were identified as major blockages to the full realization of child rights. The
analysis identified limited capacity at national and local level to produce and use quality child focused data which impede adequate and evidence-based policy development and programme planning. Negative social norms and attitudes showed to be still persistent around disability, violence and Roma and concentrated efforts are needed to combat these phenomena.

Taking into account the findings of the 2014 MTR Situation Analysis, as well as recommendations by the Committee on the Rights of the Child (CRC), the Committee on the Rights of Persons with Disabilities (CRPD), and the results of extensive consultations with relevant stakeholders, including children, UNICEF and the Government of Montenegro agreed on a Country Programme for 2017-2021 that centred on a series of complementary programme interventions under three broad components: a) Social and child protection, b) Quality education and adolescent empowerment and c) Child rights monitoring and access to justice.

The first component aims to strengthen public systems to protect boys and girls from the impact of poverty, adversity and exclusion and to provide them with more opportunities to live in a supportive family environment and in inclusive communities, free from all forms of violence, abuse and neglect, including in situations of humanitarian crisis. The second component focuses on helping boys and girls, particularly those affected by poverty, adversity and exclusion, to enjoy their right to quality and inclusive education, starting from an early age through their second decade, and to utilize opportunities for acquiring the knowledge, skills and competences necessary to thrive as adults. The third component aims to strengthen systems to monitor progress and trends in how girls and boys progressively realize their rights in accordance with the CRC and other international child rights instruments, as well as to improve equitable access to justice for children when their rights are violated or entitlements are denied.

As the new Country Programme cycle (2022-2026) approaches, there is a growing need to update the analysis and provide UNICEF and its partners with new, robust evidence on the situation of children and adolescents in the country, particularly the most vulnerable, to inform programme decisions and guide policy advocacy and partnership efforts, as well as to track progress of child rights implementation. UNICEF, its partners and other stakeholders conducted a number of major researches, studies and evaluations that provide new data, information and evidence on the situation of children and adolescents in the country.

In view of the above, UNICEF Montenegro is seeking the services of a team of consultants to develop a Situation Analysis report using available evidence, while giving due consideration to the Sustainable Development Goals (SDG) agenda, UNICEF Strategic Plan 2018-2021, UNICEF Gender Action Plan 2018-2021, and main national and global priorities including:

- National Strategy for Sustainable Development 2030 (NSSD)
- National Action Plan for EU Acquis Chapter 23 – Judiciary and Fundamental Rights\(^1\)
- Strategy on Exercising the Rights of the Child 2019-2023\(^3\)
- Strategy on Social and Child Protection System Development 2018–2022\(^4\)
- Strategy for Social Inclusion of Roma and Egyptians in Montenegro 2016–2020\(^5\)

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\(^1\) Government of Montenegro, The accession negotiations to the EU, \url{http://www.eu.me/mn/23}

\(^2\) Government of Montenegro, The accession negotiations to the EU, \url{http://www.eu.me/mn/24}


2. PURPOSE AND OBJECTIVES

The main purpose of this assignment is to conduct a human-rights based and equity-focused Situation Analysis of children and adolescents with respect to the realization of children’s and adolescents’ rights. The analysis should examine the progress, challenges and opportunities for achieving child rights and well-being, and the patterns of deprivation that children and adolescents face. The analysis should be objective and verifiable and is expected to be used by all partners and stakeholders in the country in addressing key challenges preventing children and adolescents, especially the most disadvantaged, from enjoying their rights enshrined in the Convention on the Rights of the Child (CRC) and other international legal instruments to which the country has committed.

The SiTaN aims to highlight disparities and vulnerabilities children and adolescents face, thus contributing to identifying areas for accelerating achievement of national and international development goals. It should look critically at the progress that policy and programme interventions have made towards at-scale coverage of all vulnerable groups; the adequacy of policy delivery, particularly in terms of budget; and the resources for leaving no child behind.

The SiTaN is expected to present robust evidence and highlight opportunities for socially inclusive development. It should examine the bottlenecks to realization of child rights, as well as the interrelated roles of duty-bearer institutions. It should highlight inequalities between groups, socio-economic characteristics, urban/rural and intra-urban disparities, gender specific inequalities and vulnerabilities, geographic locations and other dimensions. The SiTaN should pay special attention to age and sex disaggregated data and unpacking national and/or subnational averages.

Besides presenting an analysis of the root causes and determinants of why inequities exist, the SiTaN should also add a gender analysis of the key challenges essential to determine the various levels of inequalities and it should also

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provide contextualized recommendations on what could be done by key stakeholders to attain/sustain inclusive social development that guarantees equal inclusion and participation of all groups of children and adolescents. The SitAn should be grounded in the country’s political, economic and social realities, review progress towards SDGs, and regional and global issues that affect the rights of children and adolescents and their well-being. The SitAn should primarily focus on national issues, but also explore global and regional issues that affect the national agenda. By having a strong equity focus, the SitAn should shed light on the situation of children and adolescents/young people who are most deprived, left invisible or uncounted for.

The main objectives of a rights-based, equity focused SitAn in Montenegro are the following:

- Develop a deep understanding of the situation of children and adolescents (including relevant groups of young people in particularly vulnerable situations) by analysing the policies and strategies, social and economic trends affecting them through a human rights, equity and gender lens (with data disaggregated by age, sex, urban/rural, ethnicity, socio-economic status and other relevant factors).
- Identify and analyse the barriers and bottlenecks and harmful practices and norms that prevent children and families, especially the most disadvantaged, from benefiting from social services across sectors and enjoying their rights.
- Provide national government partners with comprehensive equity-sensitive and evidence-based analysis on children and adolescents for result-based decision-making.
- Provide essential information to non-government partners (civil society organizations, community-based organizations, civil society, media and business sector) to be used in their planning and interventions to address the most urgent issues affecting children and adolescents.
- Contribute to the (re)formulation of key national strategies to integrate priorities for the most disadvantaged children and adolescents into the socio-economic development agenda.
- Identify critical data gaps and contribute to the generation of evidence that can improve the monitoring of the rights of children and adolescents, especially the most vulnerable groups.
- Assess the current or potential presence of emergency risks (disaster risks and other potential shocks); the likelihood of their occurrence, the underlying vulnerabilities and the capacities and coping mechanisms of families, communities and local and national institutions.
- Analyse to what extent there is an enabling environment for the realization of the rights of all children and adolescents, and analyse if and how evidence-based interventions and services needed to address deprivations are prioritized in national policies, laws, strategies, plans and budgets.
- Capture new or emerging area of concerns regarding children and adolescents, such as environmental issues affecting them, mental health, migration, etc.
- Analyse the extent to which public finance management is conducive to the realization of child and adolescent rights;
- Analyse the role/impact of the business sector on child and adolescent rights fulfilment.

The SitAn is relevant to a wider audience which includes government bodies, development partners (including UNICEF), civil society, ombudspersons, children and adolescents, academia, private sector actors, media and others. The process of developing the Situation Analysis therefore anticipates engagement with the government and key stakeholders, including children and young people. It serves as an opportunity to promote meaningful dialogue between the main child rights actors in the country on children’s and adolescents’ issues.

3. METHODOLOGY AND TECHNICAL APPROACH

The SitAn should adopt the following indicative framework:

**Conceptual framework**

The overall conceptual framework of the Situation Analysis is the Human Rights-Based Approach to Programming (HRBAP). It should provide an understanding of the existing deprivations and inequalities and establish linkages between the underlying causes and barriers to achieving child rights and well-being. The conceptual framework situates the analysis in the country context and clearly recognizes the regional and global issues that are impacting children’s lives. Furthermore, it explores the reasons behind the uneven realization of child rights and inequities in
well-being, and the opportunities for achieving progress for all children, especially those who are left behind or at greatest risk of being left behind.\textsuperscript{15}

In addition to the causality analysis that includes key deprivation, immediate, underlying and structural causes, the following 10 determinants should help categorise critical bottlenecks and barriers:

<table>
<thead>
<tr>
<th>Determinants of bottlenecks and barriers</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Norms</td>
<td>Widely followed social rules of behaviour that generate barriers</td>
</tr>
<tr>
<td>Legislation/Policy</td>
<td>Adequacy of laws and policies to reduce/avoid barriers</td>
</tr>
<tr>
<td>Budget/expenditure</td>
<td>Allocation &amp; disbursement of required resources</td>
</tr>
<tr>
<td>Management /Coordination</td>
<td>Roles and Accountability/ Coordination/ Partnership</td>
</tr>
<tr>
<td>Availability of essential commodities/inputs</td>
<td>Essential commodities/ inputs required to deliver a service</td>
</tr>
<tr>
<td>Access to adequate services and information</td>
<td>Physical access (services, facilities/information)</td>
</tr>
<tr>
<td>Financial access</td>
<td>Direct and indirect costs for services/ practices</td>
</tr>
<tr>
<td>Social and cultural practices and beliefs</td>
<td>Individual/community beliefs, behaviours, practices, attitudes</td>
</tr>
<tr>
<td>Continuity of use</td>
<td>Completion/ continuity in service, practice</td>
</tr>
<tr>
<td>Quality</td>
<td>Adherence to quality standards (national or international)</td>
</tr>
</tbody>
</table>

**CONCEPTUAL FRAMEWORK AND SPECIFIC QUESTIONS**

**FRAMEWORK QUESTIONS**

| Country Overview (scene setting)        | • What population groups are affected by national/subnational laws; policies including budgets; conflict; and economic, social and environmental factors that lead to inequities? |
|                                         | • How does the broader country context contribute to child rights and the well-being of young people? |
|                                         | • What macro factors exacerbate inequities? What innovative solutions are accelerating inclusive development? |
|                                         | • How are institutions – regional, national, subnational, private, public, etc. – systematically achieving their obligations on inclusive services and enabling opportunities for children and adolescents to meet their full potential? |
|                                         | • Are there systemic funding constraints for national entities that limit capacity to provide social protection, care and support for vulnerable priority populations thereby hindering progress? |
|                                         | • What factors impede demand for access to services, resources, or opportunities that disproportionately impact women, men, boys and girls or any other gender identity? |
| Causes, Challenges And risks            | • What specific factors have contributed to the realization of child rights and well-being? What are the main child rights violations in the country? |
|                                         | • What are the top factors, including risks (prioritization is key here), that prevent the realization of child rights and well-being? |
|                                         | • What are the key factors that drive inequities in the realization of child rights and well-being? How are children and adolescents engaged as active agents in decisions? |

\textsuperscript{15} For more details on Conceptual framework and how to analyze Children's rights in the new generation of SitAn please see UNICEF (2019), Core guidance; New Generation Situation Analysis, p 14. (Annex 1) and UNICEF Quality Assurance Checklist for Integrating Gender in SitAN
Child rights
And wellbeing:
Progress and
Inequities
Global and
Regional
Issues

- Do children and adolescents, especially the most vulnerable, enjoy their rights to (available, access, use, adequate and effective) coverage of commodities, services and opportunities?
- What social norms, practices, beliefs and behaviors hinder outcomes for adolescent girls?
- What are the root causes of the deprivations women and girls are facing within a specific context? What are the key societal beliefs of their value in society? Is there widespread discrimination based upon poverty, ethnic identity, geographic location, disability, and/or fragile and crisis conditions?
- What progress has been made in achieving children's rights and well-being against all rights and across relevant age groups, such as newborns, children under 5 years, young children, youth and adolescents, as defined within the national context, literature and evidence?
- Has progress been unequal? How large or deep are the deprivations faced by marginalized groups, such as girls and women, those living in poverty, children with disabilities, minorities, refugee children and children affected by migration, among others? Who are the groups left behind, where and why? Who, among the children who are being left behind, face severe and/or intersecting deprivations and disadvantages, or multiple forms of discrimination that make them likely to be the furthest behind? How resilient are children and adolescents to shocks and stressors?
- What kind of policies and legal frameworks are in existence to prevent and/or enforce and address key issues that affect women and girls for instance—gender-based violence laws, inheritance laws, land/asset ownership laws, national, HIV and gender policies etc.?
- What are the global and regional issues that impact child rights and well-being? Has there been country progress in addressing the concluding observations of the periodic reports of the United Nations Convention on the Rights of the Child, CEDAW and related human rights treaties? How are cross-border issues and openings (migrations, trafficking, digitalization, etc.) being addressed/harnessed at scale?
- How does the realization of child rights and well-being contribute towards the achievement of the SDGs in the country, and addressing emerging issues?

Methodology

The consultancy will primarily rely on secondary data analysis, while limited primary data collection from major child rights duty-bearers and other key informants may occur. This will specifically include:

- **Desk review** of existing nationally and internationally available data and evidence on selected topics published in studies, research, evaluation and survey reports.
- **Desk review** of data, programme reports and analysis generated by UNICEF, including studies, research and evaluations.
- **Desk review and comparative analysis** of available legislation, social policy, government strategies and budget allocation and analysis of public expenditure documents.
- **Background notes** on specific topics for which UNICEF and other acts have limited or no knowledge (e.g. gender analysis of disparities; environmental/climate issues affecting children, mental health, migration etc.).
- **Key informants’ interviews and Focus Group Discussions**, including with actors who shape and implement public policies, as well as children and adolescents.

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10 Important note: Some policy documents, policy analysis reports, and data and research reports are available only in Montenegrin language.
The analysis should fully consider and articulate disparities related to gender, income, geographic location (national/regional perspectives) and ethnicity, to the extent possible. The analysis should look across all child rights and identify where there are deprivations.

The methodology for data collection and analysis and the process of documentation should enable the periodic update of the situation analysis.

Consultancy is required to propose a more precise methodology within the Inception phase. UNICEF Guidance on conducting the Situation Analysis is requested as a reference for this purpose.

Stages of the situation analysis (exact timeframe to be agreed with consultants):

Within the assignment consultants should be engaged in establishing partnerships with all relevant stakeholders that can contribute to the SitAn development. The SitAn development process, from the inception phase to final report dissemination and follow-up actions, will also involve a national reference group that will act as sounding board for the SitAn and will be consulted at critical times during the process. This entire process of consultations will be supported by the UNICEF CO.

1. Inception phase:
   - Initial desk review to assess availability of data/information
   - Development of a final conceptual framework for the SitAn and specific tools for data collection.
   - Presentation of the conceptual framework and the tools to UNICEF and SitAn reference group to facilitate an in-depth common understanding of the framework
   - Presentation of an inception report, including finalized conceptual framework and methodology.

2. Data collection and analysis:
   - Data collection and in-depth desk-review of existing evidence regarding the situation of children and adolescents in Montenegro. This includes data/information on most disadvantaged and deprived groups of children such as children without adequate parental care, children with disabilities and developmental delays, children in a health care system, children in contact with the justice system, Roma children, refugee and migrant children, children affected by poverty, children from isolated areas, children and their care givers affected by migrations, children in urban settings, and children with mental health issues. Relevant data and information on climate issues, energy and environment, gender equality, public financial management, role of the business sector, and the meaningful children and adolescent’s participation should be collected and analysed.
   - Analysis of relevant national strategies and planning documents, policies and budgets.
   - Interviews and/or focus groups with key informants.
   - Secondary analysis of available data/information.

3. Reporting:
   - Development of draft reports - comprehensive Situation Analysis (to be used by UNICEF, internally) and summary SitAn document\(^{17}\) - for discussion and validation with UNICEF Country Office in Montenegro, SitAn Reference Group and key partners,
   - Development of final, comprehensive report for internal use,
   - Development of a 40-page summary document for public distribution.

4. ACTIVITIES AND TASKS

The team is expected to produce and submit the following deliverables:

- SitAn inception report, including a slide deck with key information

\(^{17}\) The summary SitAn report represents an Alpha SitAn Report, as per UNICEF guidance on the new generation of situation analysis.
• Preliminary report on key findings and conclusions; up to 30 pages
• Draft SitAn reports
  a) Comprehensive SitAn report – for UNICEF’s internal usage – up to 100 pages
  b) Summary SitAn Report (Alpha SitAn) – cca. 40 pages
  c) Power point presentation of key findings
• Final SitAn reports (Comprehensive and Summary).

In addition, for the purpose of reviewing, discussing and validating submitted materials, consultants will be requested to deliver power point presentations to UNICEF and other partners relevant for conducting the Situation Analysis. Therefore, a total of two presentations are expected (on Inception report and on Draft Report SitAn report/validation presentation).

Inputs on submitted inception and draft reports provided by UNICEF and other stakeholders should be addressed in the process and final documents.

All submissions should be electronic. All materials submitted to UNICEF should be delivered in English, while preliminary report on key findings and conclusions, Summary SitAn Report and PPTs should be submitted in both, English and Montenegrin language.

Based on the UNICEF Core Guidance: New Generation Situation Analysis, a suggested outline for the report includes following elements:

<table>
<thead>
<tr>
<th>HEADING</th>
<th>CONTENT</th>
</tr>
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<tbody>
<tr>
<td>1. EXECUTIVE SUMMARY</td>
<td></td>
</tr>
<tr>
<td>- Acknowledgments</td>
<td></td>
</tr>
<tr>
<td>- Structural Determinants Analyses (SDA) and Conclusions</td>
<td></td>
</tr>
<tr>
<td>2. INTRODUCTION</td>
<td></td>
</tr>
<tr>
<td>- The primary and secondary aims of the analysis should be clearly explained</td>
<td></td>
</tr>
<tr>
<td>- The methodology, limitations and constrains and the ethical issues, provides information on the process explained</td>
<td></td>
</tr>
<tr>
<td>- Audience should be explained i.e. who will use the analysis and how they will benefit from it; as well as dissemination and advocacy strategy</td>
<td></td>
</tr>
<tr>
<td>3. COUNTRY OVERVIEW</td>
<td></td>
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<tr>
<td>3.1 Demographic profile</td>
<td></td>
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<tr>
<td>- shows country population characteristics</td>
<td></td>
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<tr>
<td>- provides insights on population trends with special focus on children and young people</td>
<td></td>
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<tr>
<td>- provides impact analysis of children and young people</td>
<td></td>
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<tr>
<td>- provides insight on urbanization and characteristics of urban and rural populations</td>
<td></td>
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<tr>
<td>3.2 Political Economy and Governance:</td>
<td></td>
</tr>
<tr>
<td>- describes the context of distribution of power and resources</td>
<td></td>
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<tr>
<td>- describes the governance structure and levels of decentralization and their impact on child wellbeing</td>
<td></td>
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<tr>
<td>- describes key political and economic trends: economic growth, structure of formal and non-formal economy</td>
<td></td>
</tr>
<tr>
<td>- outlines the excluded populations</td>
<td></td>
</tr>
<tr>
<td>- flags how inclusion of vulnerable population can be taken to scale</td>
<td></td>
</tr>
</tbody>
</table>
### 3.3 Poverty
- provides poverty analysis and poverty profile of the country
- highlights proportion of children living in monetary and multidimensional poverty, presents proportion of poor households
- presents analysis of child poverty at the level of the child
- assesses trends in poverty reduction and analysis of inequalities.
- presents both monetary and multidimensional poverty
- identifies which groups of children suffer disproportionately from poverty and experience deprivation

### 3.4 Humanitarian Risk Profile
- outlines risks and drivers of humanitarian crisis, disasters, unplanned urbanization, extreme weather, emergencies, protracted crisis at national and local level
- describes mitigation strategies
- provides analysis of the capacities and readiness of the preparedness of various levels of governments and other stakeholders
- includes description of risks of transnational nature
- provides analysis of how identified risks may impact children and young people, families and communities

### 3.5 Gender Profile
- provides analysis of unequal outcomes for girls and boys;
- shows gender related barriers, bottlenecks, norms and practices and causes that underpin them
- includes qualitative analysis of immediate, underlying, and structural causes
- includes a review of demand and supply of services, the socio-cultural environment, legislative and policy frameworks.
Data should be disaggregated, whenever possible.

### 4. The Enabling Environment for Children's Rights

#### 4.1 Legislation and Policy
- description and analysis of the legal framework underpinning the realization of child's rights
- who is affected by national and sub/national laws, policies and strategies;
- Assessment of institutions and institutional capacity to achieving their obligations on child rights realization.

#### 4.2 Public finance
- provides analysis of the financing landscape for children's rights policies and issues
- presents national budget allocations and spending for social services critical for child well-being
- provides insight on how finances contribute to child rights implementation.

#### 4.3 Drivers of Inequalities
- presents a causality analysis of drivers of inequalities that affect children and young people in the country
- puts special focus on groups of vulnerable children
- provides analysis of inequalities across age categories

#### 4.4 Stakeholders
- maps main child rights stakeholders in the country in a broader sense
- highlights the systems and mechanisms for engagement of children and young people in a meaningful manner,
- includes analysis of private sector and the business, multilateral financial institutions and regional bodies.

#### 4.5 Business
- assesses the direct and indirect impact of business on children and families
| 4.6 Assessment of Essential Products/Services, Markets and Supply | - looks at the role of private sector as a stakeholder in offering solutions and for decision making in the country  
- analyses the business environment from the perspective of child rights focusing on care values, potential and practical contributions to advance social inclusion and scale up results for children and young people |
|---------------------------------------------------------------|
| 4.7 Knowledge, attitudes and practices                        | - provides assessment of the essential commodities and services  
- identifies most critical issues that facilitate or hinder access to commodities and services  
- assess availability, affordability and accessibility of essential and innovative commodities and services and their cost, speed and quality of delivery  
- includes potential strengths of local markets including potential capacity to scale new products/services  
- assess public and private sector capacities to produce and deliver commodities and services and potential partnerships for realizing child rights through supply |
|---------------------------------------------------------------|
| 5. THE RIGHTS OF CHILDREN (ANALYSED DIMENSIONS)               | - analysis of knowledge attitudes and practices preventing the realization of child rights.  
- assessment of social norms and individual behaviours and the barriers they create for the realization of rights for children |
|---------------------------------------------------------------|
| 5.1 Right to health and Welfare                              | - Right to health and health services  
- Right to life, survival and development  
- Right to social security  
- Rights of disabled children |
|---------------------------------------------------------------|
| 5.2 Right to Education, leisure and cultural activities       | - Right to education  
- Right to leisure, play and participation in cultural and artistic activities  
- Rights of disabled children |
|---------------------------------------------------------------|
| 5.3 Special Protection, Family Environment and Alternative care | - Administration of juvenile justice  
- Rehabilitation and reintegration of victims of violence  
- Protection of all forms of violence, sexual exploitation, drug abuse, child labour  
- Separation from parents, adoption, children deprived of their family environment, periodic review of placement and treatment; parental guidance; responsibilities and state assistance  
- Protection of children belonging to a minority or an indigenous group  
- Refugee children; family reunification, illicit transfer and non-return  
- Right to adequate standard of living |
|---------------------------------------------------------------|
| 5.4 Participation – Civil rights and freedoms                 | - Right to name, nationality and to know and be cared for by parents  
- Freedom of association and peaceful assembly  
- Freedom of expression  
- Freedom of thought, conscience and religion  
- Preservation of child's identity and protection of privacy  
- Child's access to information, and role of mass media |
|---------------------------------------------------------------|

For all dimensions:  
- analysis of progress on achieving rights in the respective areas
5. REPORTING, TIMEFRAME AND DELIVERABLES

The work is expected to be carried out within a period 15/04/2020 - 30/09/2020.

Up to 50 consultancy working days are estimated for this assignment with the following estimated share of days:

- Inception Phase – up to 15 working days
- Data Collection Phase – up to 10 working days
- Analysis and Reporting Phase, including validation presentation – up to 25 working days

The team is expected to produce and submit the following deliverables:

- SitAn inception report, including a slide deck with key information – until 15/05/2020;
- Preliminary report on key findings and conclusions; up to 30 pages – until 30/06/2020;
- Draft SitAn reports – until 15/08/2020;
  d) Comprehensive SitAn report – for UNICEF’s internal usage – up to 100 pages
  e) Summary SitAn Report (Alpha SitAn) – cca. 40 pages
  f) Power point presentation of key findings
- Final SitAn reports (Comprehensive and Summary) – until 30/09/2020.

6. MANAGEMENT AND ORGANISATION

Management: The consultants will work in close consultation and under the supervision of UNICEF Montenegro Child Rights Monitoring and Evaluation Specialist.

The evaluation of the contractor’s performance will be based on:

- Quality of produced outputs;
- Compliance with the established timelines;
- Compliance with ethical UNICEF standards related to reporting on children;
- Responsibility and communication.

Organization: International consultancy is required for this consultancy. The consultancy assignment is home/office based.

Schedule: This assignment will commence by 15th April 2020 and end on 30th September 2020.
Payment schedule: The consultant/s will make their own arrangements for the travel. Travel costs (if relevant) should be estimated and included into the proposal (bump sum and break down by budget lines) along with the requested daily fee. Travel costs shall be calculated based on economy class 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).

Three payments are envisaged during this consultancy:
- First instalment: Upon UNICEF’s acceptance of submitted Inception report - 20%
- Second instalment: Upon satisfactory delivery of the draft SitAn reports (comprehensive and summary report) – 40%
- Third instalments: Upon satisfactory delivery of the final SitAn Reports (comprehensive and summary reports) and all planned PPT – 40%

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

The performance of the contractor will be evaluated against the set of standard indicators such as: whether all goals outlined in the ToR are met, whether deadlines established by ToR are met, technical and professional competence demonstrated, quality/quantity of work and deliverables, demonstrated initiative, responsibility, work relations, and communication.

7. QUALIFICATIONS AND REQUIREMENTS

The assignment is expected to be undertaken by an institution/company to produce the expected results. At least one team member should be a national consultant. A total of two or three competent team members are advised.

UNICEF shall approve all members of the team (national and international).

Required background and experience for the international team member:

<table>
<thead>
<tr>
<th>Background</th>
<th>Recognized institution/researcher with proven experience in public policy, social policy and policy analysis, public finance and child/human rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>Advanced degree in social sciences or related fields relevant for the assignment</td>
</tr>
</tbody>
</table>
| Expertise and skills | • Strong analytical skills – references to previous work or institutions;  
  • Excellent knowledge of statistics, social service systems, development agenda, gender and equity issues;  
  • Previous experience with UNICEF is an advantage;  
  • At least 5 years of relevant experience in development of analytical reports and policy documents related to children and adolescents, preferably experience with preparation of a Situation Analysis of Children Report;  
  • Proven experience in in quantitative and qualitative data analysis, policy (and finance) analysis (including experience in the consistent use of age and sex-disaggregated and gender sensitive data) and report preparation;  
  • Knowledge of human rights-based approach to programming;  
  • Experience in facilitating consultations with government representatives, NGOs, academia, children, adolescents and other stakeholders;  
  • Fluency in English;  
  • Excellent writing and presentation skills. |
Required background and experience for the national team member:

<table>
<thead>
<tr>
<th>Background</th>
<th>Researcher with proven experience in statistical and policy analysis, child/human rights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education</td>
<td>Degree in social sciences or related fields relevant for the assignment, advanced university degree would be an asset</td>
</tr>
<tr>
<td>Expertise and skills</td>
<td>• Strong analytical skills – references to previous work;</td>
</tr>
<tr>
<td></td>
<td>• Good knowledge of statistics, social service systems, development agenda, gender and equity issues;</td>
</tr>
<tr>
<td></td>
<td>• Previous experience with UNICEF is an advantage;</td>
</tr>
<tr>
<td></td>
<td>• At least 3 years of relevant experience in development of analytical reports and policy documents related to children and adolescents</td>
</tr>
<tr>
<td></td>
<td>• Proven experience in in quantitative and qualitative data analysis, policy (and finance) analysis (including experience in the consistent use of age and sex-disaggregated and gender sensitive data) and report preparation;</td>
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<td>• Knowledge of human rights-based approach to programming;</td>
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<tr>
<td></td>
<td>• Fluency in English;</td>
</tr>
<tr>
<td></td>
<td>• Fluency in Montenegrin;</td>
</tr>
<tr>
<td></td>
<td>• Excellent writing skills.</td>
</tr>
</tbody>
</table>

Ethical considerations

Consultants are required to clearly identify any potential ethical issue, as well as the processes for ethical review and oversight of the research/data collection process in their proposal. UNICEF Procedure for Ethical Standards in Research, Evaluation, Data Collection and Analysis can be found at: [https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF](https://www.unicef.org/supply/files/ATTACHMENT_IV-UNICEF_Procedure_for_Ethical_Standards.PDF) and should be consistently applied throughout the research process. The procedure contains the minimum standards and required procedures for research, evaluation and data collection and analysis undertaken or commissioned by UNICEF (including activities undertaken by individual and institutional contractors, and partners) involving human subjects or the analysis of sensitive secondary data.

To ensure quality and accountability in the evidence generation process, especially when it involves children, UNICEF Country Office in 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, 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:

- Provide feedback on the inception report and/or proposed research methodology within 5 working days following the submission;
2) Guidelines: Provision of Guidelines with respect to:

- 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.

Therefore, ethical considerations of respondents will be of utmost priority in determining the most appropriate methods and their implementation and will be documented and included in all reports. Special measures will be put in place to ensure that the assessment process is ethical and that the participants in the process can openly express their opinion. This will be particularly relevant for the data collection as part of the beneficiary assessment. Specific attention should be paid to issues specifically relating to:

- Harm and benefits: the selected service provider will be expected to avoid constituting a risk to participants in the assessment, as none of the participants will be stigmatised for taking part in the assessment, prevented from benefitting from social protection interventions or enticed to participate by e.g. inadequately high participation fees;
- Informed consent: With regard to child participants, the prior written consent of both the child and their parent/legal guardian will be required in order to participate in the FGD (if relevant), using the consent form template the selected service provider will need to develop;
- Privacy and confidentiality: The sources of information will be protected and known only to the research team, i.e. ensuring ethical conduct in data generation will be imperative; and
- Conflict of interest of the research informants: UNICEF expects that any potential or actual conflict of interest will be declared beforehand.

Consequently, the selected consultancy company has to ensure that it is clear to all subjects that their participation in the assessment is voluntary. All participants should be informed or advised of the context and purpose of the analysis, as well as the privacy and confidentiality of the discussions.

8. CONTENT OF PROPOSAL:

The potential contractors are expected to submit a proposal (Technical and Financial) based on these Terms of Reference.

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 the 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 – List all similar projects they worked on and their roles on those projects
- Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
- Quality assurance mechanism and risk mitigation measures put in place
b) Detailed description of the methodology and technical approach;

c) Tentative work plan with number of days, timeframe and deadlines for deliverables

d) Evidence about the two to three similar assignments containing the following information:

- Name of Client
- Title of the Project
- Year and duration of the project
- Scope of the Projects/Requirements
- Proposed Solutions and Outcome – include visuals, web-links, etc.
- Team members on each of the project and their specific roles
- Project timelines (start and end date year, and any other information necessary)
- Reference /Contact person details

e) Supplier Profile Form

✓ 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 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). 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.

9. PROPOSAL EVALUATION

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.

The proposal will be evaluated as follows:

1. Technical components (total of 70 points)

- Professional profile - 20
- Proposed Methodology and Approach – 15
- Quality of Personnel and Suitability for the assignment - 35

<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Form</th>
<th>Max. Points Obtainable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Professional profile</td>
<td>20</td>
</tr>
<tr>
<td>1.1 Evidence of experience in similar projects</td>
<td>20</td>
</tr>
<tr>
<td>2 Proposed methodology and Approach</td>
<td>15</td>
</tr>
<tr>
<td>2.1 Quality of presented SitAn approach, methodology and work plan</td>
<td>15</td>
</tr>
</tbody>
</table>
2. **Financial component (total of 30 points)**

   - 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.

10. REMARKS:

   - UNICEF Montenegro Office holds copyrights for all reports. The documents (including raw materials, etc.) may not be reproduced, distributed or published without the written permission from UNICEF.
   - All personal data should be accessible to team members, but no one else. The consultants need to set up secure systems (a) to ensure that other staff within their institutions cannot access their data via the shared staff drives, and (b) to ensure secure data transfer between institutions. Cloud based storage with limited sharing rights could be considered in this instance. Different personal data files need to be link-able, they need to be held separately so that they can only be linked purposely, by researchers who are authorised to do so. There is also a need to ensure that data cannot be removed from secure systems in ways that might compromise data security.
   - UNICEF Montenegro Office will share with the selected consultants all the relevant materials it has and provide required expertise.
   - UNICEF Montenegro Office and the Regional Office expert will review and provide feedback on reports prepared by consultants.
   - All information from produced reports cannot be shared with the media without the written approval of UNICEF Montenegro Office.

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18 Financial offer will be reviewed only if Technical proposal meets minimum required quality standards.