REQUEST FOR PROPOSAL FOR SERVICES

LRPS-2020-9159469

20 July 2020

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to invite you to submit a proposal for

RE-ADVERTISEMENT

International institutional Consultancy for technical assistance to the Institute for Social and Child Protection for developing Standard Operating Procedures and Cross-sectoral training module on working with children, victims of violence and exploitation, including delivery of training
THIS REQUEST FOR PROPOSAL FOR SERVICES HAS BEEN:

Prepared By:

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

Approved By: Kosa Buskovic
Digitally signed by Kosa Buskovic
Date: 2020.07.20 16:02:21 +02'00'

Date: 20.07.2020

Date: ___________________
REQUEST FOR PROPOSAL FOR SERVICES FORM

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

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

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

The Undersigned, having read the Terms and Conditions of RFPS No. LRPS-2020-9159469 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 _____

REQUEST FOR PROPOSAL FOR SERVICES           Page 3 of 22           LRPS-2020-9159469
10 International Institutional Consultancy

Terms of Reference
International institutional Consultancy for technical assistance to the Institute for Social and Child Protection for developing Standard Operating Procedures and Cross-sectoral training module on working with children, victims of violence and exploitation, including delivery of training

Background and Context

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

Protection of children from violence is guaranteed by Montenegro’s Constitution and is an integral part of country’s strategies and action plans for EU accession (e.g. Action Plan for Chapter 23), as well as for achieving the 2030 Sustainable Development Agenda (Goal 16.3). The European Union Progress Report for Montenegro for 2019 emphasized that #Gender-based violence and violence against children remain issues of sincere concern#. European Commission: Montenegro 2019 Report accompanying the document Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions; 2019 Communication on EU Enlargement Policy (COM (2019) 260 final). Brussels, 29.5.2019. Violence against children is not only one of the most severe human rights violations, but has negative impact at the societal level, including large direct and indirect economic costs due to increased social spending and lost economic productivity. UNICEF, 2014, Hidden in Plain Sight: A statistical analysis of violence against children. Costs resulting from the consequences of physical, psychological and sexual violence against children can be as high as $7 trillion globally.

During the last decade Montenegro has devoted increased attention to improve policy, legal and institutional frameworks for adequate prevention and protection of children from violence and exploitation and promote positive social norms. As part of the Government’s efforts to ending violence against children a multi-year campaign #End Violence Against Children# was launched in 2016/7. The campaign sparked a public debate on the negative and long-lasting effects of violence for the child, family and society as a whole. Continued investments are needed to change public attitudes and perceptions towards violence against children, since the latest MICS data (2018) for Montenegro show that violence against children is still a key issue - 66% of children having experienced any form of violent discipline in the last month preceding the survey.

In 2017, Montenegro became a pathfinding country to the Global Partnership to End Violence Against Children https://www.end-violence.org/ and a member of the We Protect Initiative. We Protect initiative in the meantime become WE Protect Global Alliance. and adopted the Strategy for the Prevention and Protection of Children from Violence, which encompasses multi-sectoral interventions and sectorial support to be provided to relevant state and non-state actors, children and families so that Montenegro becomes a society free of violence against children, in which children may develop to their full potential. Moreover, the Family Law of Montenegro was amended in 2016, leading to the prohibition of all forms of violence against children including corporal punishment.

Notwithstanding the well-developed policy and legal framework and important programmes initiated across the sectors, their implementation require further strengthening. Some of the major challenges are financial constraints.
and insufficient national capacities to mobilize and implement multi-sectoral and holistic interventions to eliminate violence against children. Weak inter-sectoral collaboration results in poorly developed preventive measures and interventions which leave children without an integrated efficient system support.

Even though the Government has been strengthening the multidisciplinary response to violence, building integrated and accessible services and changing attitudes has proven to be a long-term and demanding process. The general acceptance of violence is particularly worrisome and needs to be addressed as a matter of priority. Increasing professional capacities to detect and report cases of violence against children, recently became a key priority.

Many professionals (social workers, teachers, health workers, police officers, judicial representatives, etc.) lack the necessary knowledge, capacities and skills and standardized working procedures, which often results in poor implementation of holistic and integrated approach and underreporting and secondary victimization of children. Following the introduction of case management approach, professionals are supposed to plan, follow and monitor individual cases, including organizing of case conferences. However, the practice has not been unified yet and implementation varies across the country. The same applies to the work in multisectoral teams.

In order to help the country to implement standardised integrated and multi-sectoral work and interventions and increase capacities across the sectors in line with the Strategy on Prevention and Protection of children from violence, UNICEF will provide technical assistance to the Institute for Social and Child Protection for developing Standard Operating Procedures and a cross-sectoral training module on working with children, victims of violence and exploitation as well as organize training for a multi-sectoral group of professionals.

Purpose and Objective(s)

The purpose of this assignment is to enhance inter-sectoral collaboration between professionals from different sectors so that children are increasingly protected from all forms of violence and exploitation through the application of integrated approach and services.

The objective is to support the Institute for Social and Child Protection in developing Standard Operating Procedures and a cross-sectoral training module for working with children, victims of violence and exploitation as well as organize training for multi-sectoral group of professionals.

Methodology and Technical Approach

The Contractor will receive in depth guidance by the Institute for Social and Child Protection and UNICEF. The Contractor is supposed to perform:

- A desk review of the relevant international and regional human rights instruments and standards, national legislative and policy documents and available publications/reports on violence against children and exploitation;
- Regular consultations with the Institute for Social and Child Protection and UNICEF;
- Consultations with other relevant partners: line ministries (labour and social welfare, interior, justice, health, education, etc.), CSOs working with children and women, victims of violence and exploitation and other relevant stakeholders;
- Development of Standard Operating Procedures and Cross-sectoral training module for working with children, victims of violence and exploitation;
- Development of the training curricula for three in depth multi-sectoral training on application of Standard Operating Procedures and Cross-sectoral training module for working with children, victims of violence and exploitation;
- Deliver three trainings (three days each) for three groups of multi-sectoral professionals (30 participants per each group).

The Contractor's team of experts will work both from home and in the field. The Contractor's team of experts should be supported by the staff of the Institute for Social and Child Protection, which will be in charge of supporting the
international experts in the implementation of tasks specified below and the delivery of below deliverables.

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

Activities and Tasks

The following tasks need to be accomplished:

Task:

Location: Home-based
Timeline and number of working days in total for all team members:7 working days # (tentatively by 10th September 2020)

Task:
To have consultations with respective officials from the relevant institutions and UNICEF to receive in-depth guidance and with CSOs for additional data and information
Location: Home-based
Timeline and number of working days in total for all team members: 5 working days (by 15th September 2020)

Task:
To develop Draft Standard Operating Procedures and Cross-sectoral training module for working with children, victims of violence and exploitation
Location: Home based
Timeline and number of working days in total for all team members:20 working days (by 5th October 2020)

Task:
To adjust the Standard Operating Procedures and Cross-sectoral training module on the basis of comments by the UNICEF and its partners
Location: Home based
<table>
<thead>
<tr>
<th>Item</th>
<th>Service Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Timeline and number of working days in total for all team members: 5 working days (by 15th October 2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To deliver three trainings (three days each) for the three groups of multi-sectoral professionals (at least 30 participants per each group).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location: in Montenegro (trainings to be delivered online in case of the travel restrictions)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timeline and number of working days in total for all team members: 10 working days (by 30th October 2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Task:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To produce Final Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Location: Home based</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Timeline and number of working days in total for all team members: 3 working days (by 30th November 2020)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL WORKING DAYS50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reporting, Timeframe, Deliverables and Payment Schedule</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The contractor will be engaged in the period from 1st September to 30th November 2020 for a total of 50 working days.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The contractor is expected to produce the following key deliverables with the following tentative deadlines:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Draft Standard Operating Procedures and Cross-sectoral training module for working with children, victims of violence and exploitation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tentative deadlines: 5th October 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment Schedule: /</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Final Standard Operating Procedures and Cross-sectoral training module</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tentative deadlines: 15th October 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Payment Schedule: 50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Deliverable:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Final Report</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tentative deadlines: 30th November 2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Management and Organisation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Management:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Contractor will be supervised by UNICEF Montenegro Child Protection Officer, who will provide technical guidance to the process, liaise with national counterparts, and monitor implementation of the process (in programmatic and financial terms).

The Institute for Social and Child Protection will designate focal point who will coordinate the process on their behalf, jointly with UNICEF CP Officer. They will facilitate the overall process, ensure availability of necessary documents, and facilitate organization of related consultations, meetings, interviews, presentations, training, working group meetings, etc.

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

Schedule: This assignment will commence on 1st September 2020.

Qualifications and Requirements
The assignment is expected to be undertaken by an institution/company to produce the expected results

Institution/Company:

- Organization/agency with proven experience and involvement in child protection system reforms focusing on protection of children from violence and exploitation, etc;
- Proven ability to secure a team of consultants working across development and application of international and regional standards in the area of protection of children from violence and exploitation, integrated and multi-sectoral approach, quality protection standards, training delivery etc. as required per assignment in the ToR;
- Experience in working with a UN organisation and/or UNICEF will be considered an asset.

Team members with:

- University degree in social work, law, psychology, or other related science;
- Team leader with more than 10 years of experience in child protection system reforms;
- At least one team member with social work and/or psychology background and another with legal background with extensive experience in working on protection of children from violence and exploitation;
- At least one national team member;
- Proven track record on developing similar standards (SoPs and others) and training modules;
- Expertise and experience in applying Human Rights Based Approach and gender mainstreaming and gender sensitive programming.
- Experience in working with a UN organisations and/or UNICEF will be considered an asset.

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

Content of 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 last 5 years, which should include:
   - Title/Designation of each team member on the project and their CVs
   - Experience in working on similar project and assignment
b) Detailed description of the methodology and technical approach, quality assurance mechanism and risk mitigation measures put in place
c) Project implementation and work plan showing the detailed sequence and timeline for each activity and days necessary for each proposed team member
d) Supplier Profile Form

Financial Proposal (Budget) including:

a) 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.
b) Estimated reimbursable travel costs (all travel must be pre-approved by UNICEF and will be based on most direct and economy class ticket irrespective of the duration of the flight. Daily subsistence allowance (DSA) will, where applicable, be paid up to a maximum of the official UN rate.
c) Other costs if applicable.

The financial proposal shall indicate budget estimated in EUR.

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.

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

Technical Proposal Evaluation Form

1. Professional profile (25 points)
   In brief: Evidence of experience with similar projects and clients
   1.1 Evidence of experience in similar projects
   e.g. child protection system reforms focusing on protection of children from violence and exploitation;
   e.g. previous engagements with UNICEF or other UN agencies related to child protection .......10 points

   1.2 Evidence of familiarity with child protection system and application of integrated, holistic and multisectoral support in working with children, victims of violence and exploitation ...... 10 points
   1.3 Familiarity with key human and child rights instruments, the CRC, CEDAW, Istanbul Convention, etc......... 5 points

2. Proposed methodology and Approach (25 points)
   In brief: Approach, methodology and workplan for the review, technical assistance and capacity building
   2.1 Overall understanding of the ToR and the needs and objectives of the assignment......... 10 points
2.2 An outline of the SoPs and Cross-sectoral training module........ 15 points.

3 Quality of Personnel and Suitability for the assignment (20 points)
In brief: Evidence of knowledge, skills and experience
3.1 Profile and experience of the organization..... 10 points
3.2 Academic background and required professional experience of the team members (as per the ToR).....10 points

Total 70 points

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

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

International Institutional Consultancy 1 EA
SPECIAL NOTES

July 20, 2020
REQUEST FOR PROPOSAL
LRPS-2019-9159469
RE-ADVERTISEMENT

UNITED NATIONS CHILDREN’S FUND.
Wishes to invite interested companies to provide International institutional consultancy for
technical assistance to the Institute for Social and Child Protection for developing Standard
Operating Procedures and Cross-sectoral training module on working with children, victims of
violence and exploitation, including delivery of training. Terms of Reference for this assignment
are incorporated in LRPS-2019-9159469 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

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

Financial Proposal (Budget) including:

a) 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.
b) Estimated reimbursable travel costs (all travel must be pre-approved
   by UNICEF and will be based on most direct and economy class ticket irrespective of the
duration of the flight. Daily subsistence allowance (DSA) will, where applicable, be paid up to a
maximum of the official UN rate.
c) Other costs if applicable.

THE PROPOSAL WILL BE EVALUATED AGAINST THE FOLLOWING CRITERIA:

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

A) Technical evaluation - Maximum points: 70

- Professional profile - 25
- Quality of Personnel and Suitability for the assignment # 25
- Proposed Methodology and Approach # 20
Completed Supplier Profile Form # which can be found here; https://wcmsprod.unicef.org/montenegro/en/tenders (https://bit.ly/2lkbpZo) along with the documents required in the form.

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

(one separate e-mail; attachment password protected; The reference #LRPS-2019-9159469-
International institutional Consultancy for technical assistance to the Institute for Social and
Child Protection for developing Standard Operating Procedures and Cross-sectoral training
module on working with children, victims of violence and exploitation, including delivery of
training- financial proposal):
- 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.

The financial proposal shall indicate budget estimated in EUR.

LRPS - 2019-9159469 (filled out and signed)

IMPORTANT-ESSENTIAL INFORMATION

Proposal form LRPS-2019-9159469 must be used when replying to this invitation.
The reference "LRPS-2019-9159469 - International institutional Consultancy for technical
assistance to the Institute for Social and Child Protection for developing Standard Operating
Procedures and Cross-sectoral training module on working with children, victims of violence and
exploitation, including delivery of training" 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 CET on July 31, 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.
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 at the time of exchange between the Parties or promptly identified as confidential in writing when furnished in intangible 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 Services, as specified in the relevant sections of the Contract.

"Disabling Code" means any virus, back door, timer or other limiting routine, instruction or design, or any malware, illicit or similar unrequested code that may have the consequence (whether by design or unintentionally) of disabling, 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 the Services or Deliverables involve the use of any information system, any and all UNICEF employees, consultant 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 advisors) 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 UNICEF.

"Security Incident" means, with respect to any information system, service or network used in the delivery of the Services or Deliverables, one or more events that (a) indicates that the security of such information system, service, or network may have been breached or compromised and (b) that such breach or compromise could very likely compromise the security of UNICEF's Confidential Information or weaken or impair UNICEF's operations. Security Incident includes any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of, or acquisition of UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

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

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

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

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

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

Provision of Services and Deliverables

2.1 The Contractor will provide the Services and deliver the Deliverables in accordance with the scope of work set out in the Contract, including, but not limited to, the time for delivery of the Services and Deliverables, and to UNICEF's satisfaction. Except as expressly provided in the Contract, the Contractor will be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services and delivery of the Deliverables under the Contract.

2.2 The Contractor acknowledges that, other than as expressly set out in the Contract, UNICEF will have no obligation to provide any assistance to the Contractor and UNICEF makes no representations as to the availability of any facilities, equipment, materials, systems or services which may be helpful or useful for the fulfillment by the Contractor of its obligations under the Contract. If UNICEF provides access to and use of UNICEF premises, facilities or systems (whether on site or remotely) to the Contractor for the purposes of the Contract, the Contractor will ensure that its Personnel or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with UNICEF's security and other regulations and instructions for such access and use, including, but not limited to, UNICEF's information security policies. The Contractor will be held responsible 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 (a) agree to any such changes within thirty (30) days, UNICEF will have the option to terminate the Contract without penalty notwithstanding any other provision of the Contract.

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

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

(b) require the Contractor to refund all payments (if any) made by UNICEF in respect of such non-complying 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 this 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 shall 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 may, at its own discretion, request that the Contractor replace one or more of the assigned Personnel. UNICEF will not be required to give an explanation or justification for this request. Within seven (7) working days of receiving UNICEF’s request for replacement, the Contractor must replace the Personnel in question with Personnel acceptable to UNICEF. This provision also extends to Personnel of the Contractor who have "account manager" or "relationship manager" type functions.

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

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

2.12 The Contractor confirms that it has read UNICEF’s Policy on Conduct Promoting the Protection and Safeguarding of Children. The Contractor will ensure that its Personnel understand the notification requirements expected of them and will establish and maintain appropriate measures to promote compliance with such requirements. The Contractor will further cooperate with UNICEF’s implementation of this policy.

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

2.14 The Contractor will comply with all applicable international standards and national labor laws, rules and regulations relating to the employment of national and international staff in connection with the Services, including, but not limited to, laws, rules and regulations associated with the payment of the employee’s portion 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, all payments due to its Personnel and sub-contractors for their services in relation to the performance 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”), it being understood that such amount is specified in United States dollars unless otherwise expressly provided for in the fee section of the Contract. Unless expressly stated otherwise in the Contract, the Fee is inclusive of all costs, expenses, charges or fees that the Contractor may incur in connection with the performance of its obligations under the Contract; provided that, without prejudice to or limiting the provisions of Article 3.3 below, all duties and other taxes imposed by any authority or entry may 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 these modifications or interpretations of the scope of work have already been initiated by the Contractor. UNICEF will not be liable to pay for any work conducted or materials provided by the Contractor that are outside the scope of work and were not authorized in advance by UNICEF.

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

3.3 The Contractor authorizes UNICEF to deduct from the Contractor’s invoices any amount
representing direct taxes (except charges for utilities services) and customs restrictions, duties and charges of a similar nature in respect of articles imported or exposed 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, customs duties or charges, the Contractor will immediately consult with UNICEF to determine a mutually acceptable procedure. The Contractor will provide full cooperation to UNICEF with regard to securing UNICEF's exemption from, or refund of amounts paid as, value-added taxes or taxes of a similar nature.

3.4 UNICEF will notify the Contractor of any dispute or discrepancy in the content or form of any invoice. With respect to disputes regarding only a portion of such invoice, UNICEF will pay the Contractor the amount of the undisputed portion in accordance with Article 3.5 below. UNICEF and the Contractor will consult in good faith to promptly resolve any dispute with respect to any invoice. Upon resolution of such dispute, any amounts that have not been charged in accordance with the Contract will be deducted from the invoice(s) in which they appear and UNICEF will pay any agreed remaining terms 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 unencumbered 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 4.2 above. The amount paid will reflect any discount(s) allowed under the payment terms of the Contract. The Contractor will not be entitled to interest on any late payment or any sums payable under the Contract nor any accrued interest on payments withheld by UNICEF in connection with a dispute. Payment will not relieve the Contractor of its obligations under the Contract and will not be deemed to be acceptance by UNICEF of, or waiver of any of UNICEF's rights with regard to, the Contractor's performance.

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

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

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

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

4. Representations and Warranties; Indemnification; Insurance

4.1 The Contractor represents and warrants that as of the effective date and throughout the term of the Contract: (a) the Contractor has the full authority and power to enter into the Contract and to perform its obligations under the Contract and the Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms; (b) all of the information it has previously provided to UNICEF, and that it provides to UNICEF during the term of the Contract, concerning the Contractor and the provision of the Services and the delivering of the Deliverables is true, correct, accurate and not misleading; (c) it is financially solvent and is able to provide the Services to UNICEF in accordance with the terms and conditions of the Contract; (d) it has, and will maintain throughout the term of the Contract, all rights, licenses, authority and resources necessary, as applicable, to provide the Services and deliver the Deliverables to UNICEF's satisfaction and to perform its obligations under the Contract; (e) the work provided 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 in an otherwise expressly stated in the Contract, it has not and will not cause into any agreement or arrangement with any person or entity to use, sell, dispose of or otherwise deal with any Deliverable or other work resulting from the Services. The Contractor will fulfill its commitments with the fullest regard to the interests of UNICEF and will refrain from any action which may adversely affect UNICEF or the United Nations.

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

4.3 The representations and warranties made by the Contractor in Articles 4.1 and 4.2 above are made to and are for the benefit of (a) each entity (if any) that makes a direct financial contribution to UNICEF to procure the Services and Deliverables and each Government or other entity that receives the direct benefit of the Services and Deliverables, from and against all suits, claims, demands, losses and liability of any nature or kind, including their costs and expenses, by any third party and arising out of the acts or omissions of the Contractor or its Personnel or sub-contractors in the performance of the Contract. This provision will extend so far as not to be limited to (a) claims and liability in the nature of workers' compensation, (b) product liability, and (c) any actions or claims pertaining to the alleged infringement of a copyright or other intellectual property rights or licenses, patent, design, trade-name or trade-mark arising in connection with the Deliverables or other liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property provided or licensed to UNICEF under the terms of the Contract or used by the Contractor, its Personnel or sub-contractors in the performance of the Contract.

4.5 UNICEF will report any such suits, proceedings, claims, demands, losses or liability to the Contractor within a reasonable period of time after having received actual notice. The Contractor will have sole control of the 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 Government), which as between the Contractor and UNICEF only UNICEF itself (or relevant Governmental entities) will assert and maintain. UNICEF will have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

4.6 The Contractor will comply with the following insurance requirements:

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

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

(c) General liability insurance against all risks in respect of the Contractor and claims arising out of the Contractor 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 fund all amounts within any policy deductible or retention.

(d) Except with regard to the insurance referred to in paragraph (b)(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 of 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 as 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 respect to products, processes, inventions, ideas, know-how, documents, data and other materials (“Contract Materials”) that (i) the Contractor develops for UNICEF under the Contract and which bear a direct relation to the Contract or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Contract. The term “Contract Materials” includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimations, documents developed or received by, and all other data compiled by or received by, the Contractor under the Contract. The Contractor acknowledges and agrees that Contract Materials constitute works made for hire for UNICEF. Contract Materials will be treated as UNICEF’s Confidential Information and will be delivered only to authorized UNICEF officials on expiry or termination of the Contract.

(b) UNICEF will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of the Contractor that pre-existed the performance by the Contractor of its obligations under the Contract, or that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract. The Contractor grants to UNICEF a 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, assigning) them to UNICEF in compliance with the requirements of the applicable law and of the Contract.

Confidentiality

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

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

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

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

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

Data Protection and Security

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

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

5.7 The Contractor will use its reasonable efforts to ensure the logical segregation of UNICEF Data from other information to the fullest extent possible. The Contractor will use safeguards and controls (such as administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other protective measures) that are necessary and sufficient to meet the Contractor’s confidentiality obligations in this Article 5 as they apply to UNICEF Data. At UNICEF’s request, the Contractor will provide UNICEF with copies of the applicable policies and a description of the safeguards and controls that the Contractor uses to fulfill its obligations under this Article 5; 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 applications 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) remove and/or reconstruct any and all UNICEF Data (not by UNICEF and/or End Users as a result of Disabling Code); (b) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and (c) as needed, re-implement the Services.
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 help 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 receive, 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) transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.13.

6. Termination; Force Majeure

Termination by Either Party for Material Breach

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

Additional Termination Rights of UNICEF

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

(a) in the circumstances described in, and in accordance with, Article 7 (Financial 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, (d) is granted a moratorium or a stay, or is declared insolvent, if (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 judgment applicable to the Contract is curtailed or terminated, whether in whole or in part. UNICEF can also terminate the Contract on sixty (60) day’s written notice to the Contractor without having to provide any justification.

6.4 As soon as it receives a notice of termination from UNICEF, the Contractor will take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum, and will not undertake any further or additional commitments as of and following the date it receives the termination notice. In addition, the Contractor will take any other action that may be necessary, or that UNICEF may direct in writing, in order to minimize losses or protect and preserve any property, whether tangible or intangible, related to the Contract that is not 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 unfinished work which has not been delivered and accepted by the recipient of notice of termination, together with any data, materials or work-in-progress related specifically to the Contract. If UNICEF obtains the existence of another party to continue the Services or complete any unfinished work, the Contractor will provide reasonable cooperation to UNICEF and such party in the orderly migration of Services and transfer of any Contract-related data, materials and work-in-progress. The Contractor will at the same time return to UNICEF all of UNICEF’s Confidential Information and will transfer to UNICEF all intellectual and other proprietary information in accordance with Article 5.

6.6 If the Contract is terminated by either Party on 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 lost or damages which may be suffered by UNICEF by reason of the Contractor’s defaults (including but not limited to cost of the purchase and delivery of replacement or substitute Services or Deliverables).

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

Force Majeure

6.8 If one Party is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations under the Contract, the other Party may terminate the Contract on the same terms and conditions as are provided for in Article 6.1 above, except that the period of notice will be seven (7) days instead of thirty (30) days. "Force majeure" means any unforeseeable and irresistible events arising from causes beyond the control of the Parties, including acts of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism or other acts of a similar nature or force. "Force majeure" does not include (a) any event which is caused by the negligence or intentional action of a Party; (b) any event which a diligent party could reasonably have been expected to take into account and plan for at the time the Contract was entered into; (c) the insufficiency of funds, inability to make any payment required under the Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability, or (d) any event resulting from harsh conditions or logistical challenges for the Contractor (including civil unrest) associated with locations at which UNICEF is operating or is about to operate or is withdrawing from, or any event resulting from UNICEF’s humanitarian, emergency, or similar response operations.

7. Ethical Standards

7.1 Without limiting the generality of Article 2 above, the Contractor will be responsible for the professional and technical competence of its Personnel including its employees and will select, for work under the Contract, reliable individuals who will perform effectively in the implementation of the Contract, respect the local laws and customs, and conform to a high standard of moral and ethical conduct.

7.2 (a) The Contractor represents and warrants that no official of UNICEF or any United Nations System organization 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, favors or hospitality.

(b) The Contractor represents and warrants that the following requirements with regard to former
ANNEX A
GENERAL TERMS AND CONDITIONS

UNICEF officials have been consulted 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.

(iii) 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-contractors by the Contractor), it has disclosed to UNICEF any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest.

7.3 The Contractor further represents and warrants that neither it nor any of its Affiliates, or Personnel or directors, is subject to any sanction or temporary suspension imposed by any United Nations System 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.unspsc.org).

7.6 The Contractor further represents and warrants that neither it nor any of its Affiliates is engaged, directly or indirectly, (a) in any practice inconsistent with the rights set out in the Convention on the Rights of the Child, including Article 31, or 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 utilised in the manufacture of anti-personnel mines.

7.7 The Contractor represents and warrants that it has taken and will take all appropriate measures to prevent sexual exploitation or abuse of any of 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 it (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 contains 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 the termination charges or any other liability of any kind.

7.8 The Contractor will inform UNICEF as soon as it becomes aware of any incident or report that is inconsistent with the undertakings and confirmations provided in this Article 7.

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

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

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

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

8. Full Cooperation with Audits And Investigations

8.1 From time to time, UNICEF may conduct inspections, post-payment audits or investigations relating to any aspect of the Contract including but not limited to the award of the Contract, the way in which the Contract operates or operated, and the Parties’ performance of the Contract generally and including but not limited to the Contractor’s compliance with the provisions of Article 7 above. The Contractor will provide its full and timely cooperation with any such inspections, post-payment audits or investigations, including (but not limited to) making its Personnel and any relevant data and documentation available for the purposes of such inspections, post-payment audits or investigations, at reasonable times and on reasonable conditions, and granting UNICEF and those undertaking such inspections, post-payment audits or investigations access to the Contractor’s premises at reasonable times and on reasonable conditions in connection with making its Personnel and any relevant data and documentation available. The Contractor will require its sub-contractors and its agents, including, but not limited to, the Contractor’s attorneys, accountants or other advisors, to provide reasonable cooperation with any inspections, post-payment audits or investigations carried out by UNICEF.

9. Privileges and Immunities; Settlement of Disputes

9.1 Nothing in or related to the Contract will be deemed to waive, 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 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 to arbitration. The arbitration will take place in accordance with the UNCITRAL Arbitration Rules then in force. The venue of the arbitration will be New York, NY, USA. The decisions of the arbitral tribunal will be final and enforceable. The arbitral tribunal will have no authority to award 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 person 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 dispositions of the Contract, or of any part of the Contract, or of any of the
Contractor’s rights or obligations under the Contract.

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

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

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

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

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

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