



United Nations Children's Fund
UNICEF
P.O. Box 1187
Pulchowk
KATHMANDU
Nepal

Telephone
Facsimile
Email
<http://www.unicef.org/nepal>

REQUEST FOR PROPOSAL

LRFP-2014-9110756

05 March 2014

UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

Development of Post-Emergency Survey Mod

SEALED offers should be sent to:

THE CHIEF OF SUPPLY AND LOGISTICS
UNICEF NCO
Supply Section
2nd Floor
KSK Building Block A (Opposite UN House)
Pulchowk

IMPORTANT - ESSENTIAL INFORMATION

The proposal reference must be shown on the envelope containing the offer.

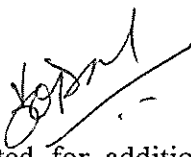
BID FORM AND SCHEDULE(S) MUST BE USED WHEN REPLYING TO THIS INVITATION. You are welcome to enclose your own additional details etc., if necessary. However failure to complete the attached form or failure to complete the details as requested will result in invalidation.

Offers MUST be received by latest 1400 Hrs. on 24 March 2014. Bids received after the stipulated date and time will be INVALIDATED.

PROPOSALS WILL ONLY BE ACCEPTED IN THE UNITED STATES DOLLAR (USD) STATED IN THE ENCLOSURES TO THIS INVITATION. ANY OFFER RECEIVED IN ANY OTHER CURRENCY OTHER THAN THE STATED CURRENCY WILL BE INVALIDATED.

THIS REQUEST FOR PROPOSAL HAS BEEN:

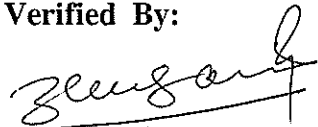
Prepared By:

Gopal Shahi 

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

Email : gshahi@unicef.org

Verified By:



Alankar Khanal

BID FORM

BID FORM must be completed, signed and returned to UNICEF.
Bid must be made in accordance with the instructions contained in this INVITATION.

TERMS AND CONDITIONS OF CONTRACT

Any Purchase Order resulting from this INVITATION shall contain UNICEF General Terms and Conditions and any other Specific Terms and Conditions detailed in this INVITATION.

INFORMATION

Any request for information regarding this INVITATION must be forwarded by fax to the attention of the person who prepared this document, with specific reference to the Invitation number.

The Undersigned, having read the Terms and Conditions of INVITATION No. **LRFP-2014-9110756** set out in the attached document, hereby offers to execute the services specified in the Terms and Conditions set out in the document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Validity of Offer: _____

Currency of Offer: _____

Please indicate after having read UNICEF Price & Discount stated in the Specific Terms and Conditions, 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 Trade Discounts _____

Item No	Item Description	Quantity/Unit	Unit Price	Amount
SCHEDULE NO: 1 2014EPS001				
00010		1 Perf. unit		

UNICEF ROSA/NCO

Terms of Reference - Institutional Contract

Development of Post-Emergency Survey Module for MICS

Submitted by: Emergency and Planning Sections, ROSA

1. Background/Context/Justification of the Consultancy Requirement

Statistically sound and internationally comparable data are essential for developing evidence-based policies and programmes, as well as for monitoring countries' progress toward national goals and global commitments. Since 1995, UNICEF has supported the implementation of the Multiple Indicator Cluster Surveys (MICS), assisting countries in generating high quality data on the situation of children and women. Over the last 18 years and five rounds of MICS, more than 240 MICS surveys have been conducted in more than 100 countries. For many countries, MICS surveys are among the most important sources of data used for situation analyses, policy decisions and programme interventions, and for influencing the public opinion on the situation of children and women. For further information on MICS including information on methodology please go to www.childinfo.org.

In order to continue strengthening the relevance of data collected through MICS, the MICS Global Programme supports new module development around emerging areas and priorities that may be suitable for inclusion in MICS. The development of new modules involves a consultative process between the MICS Global Team and relevant technical and programme partners to develop indicators, tools and protocols which undergo sufficient field-testing and validation before being adopted as part of the Global Programme and provided to countries for inclusion in planned national surveys.

In 2013 the Regional Office for South Asia (ROSA) looked at the possibility of developing a module to be used in MICS that could be applied in post-emergency settings. While it is widely recognized that MICS is not a suitable tool to be used in the immediate aftermath of an emergency, several MICS are conducted in settings that have undergone an emergency in recent years or in settings where emergencies can occur regularly, for example Afghanistan and Pakistan. In these settings there is a growing interest to monitor the impact of emergencies on children living in emergency affected households as well as to look at coping strategies households develop in case of future emergencies. The ROSA Emergency Section with support from Planning worked with a consultant to make a first attempt to draft indicators and questions that could help measure some of these issues. The draft module was presented in the 2013 Global MICS Consultation in December 2013 where there was consensus that this is an area relevant to several regions not just South Asia.

Building on the work that was begun by the ROSA 2013, ROSA requires an institution to refine and validate post-emergency indicators and develop a suitable approach to measure these indicators within the MICS methodology and to develop a supporting survey package of tools. The development of a post-emergency survey package that can be easily inserted into MICS has the potential to be useful to several countries in the region, including elsewhere, that implement MICS in post-emergency settings.

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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With knowledge and expertise in the post-emergency context and the conduct of quantitative surveys, the institution is expected to first develop a conceptual framework which leads to clearly defined household level indicators that can be measured within MICS. Based on the indicators a set of questions and/or a module is to be developed, the module has to be compatible with the existing MICS survey instrument without need for major changes to the MICS methodology or procedures and without placing too much added burden on a typical MICS survey.

For further information on MICS including information on methodology please go to www.childinfo.org.

The institution is required to lead the field testing of a proposed module and survey questions in two settings; Philippines and Pakistan have been proposed for these field tests. The outcome of the field tests will be to refine the questions and module and to finalize field protocols, guidelines for the inclusion of post-emergency questions/module in MICS and a tabulation plan for the analysis of the data. The institution must be able to plan, coordinate and manage field testing in these post-emergency locations most likely through working with the statistical office or research organisation to conduct the testing. Support from ROSA and the UNICEF Country Offices for identification of suitable field partners can be sought at this stage if required.

The whole process from the development of indicators through to the finalization of the survey package will be conducted with regular liaison and continuous involvement from the South Asia Regional Office, Global MICS team and colleagues in EMOPS. The work is expected to be completed within 9 months.

Institutions who meet the eligible criteria to undertake this work are requested to submit both a technical and financial proposal outlining how they plan to conduct the work against the deliverables and timelines outlined below.

2. Outcome/output relevance

The consultancy is directly linked to the following output area within the ROSA Regional Office Management Plan:

OUTPUT RESULT 2.4 DATA, EVIDENCE AND KNOWLEDGE MANAGEMENT

Country offices and partners are supported by ROSA to strengthen data and evidence generation for identifying and monitoring progress, trends and inequities in all programme areas of the Strategic Plan, and to enhance knowledge management systems in the region.

3. Goal/Objective

The goal of this consultancy is to develop a survey package which will include a set of indicators, questions and/or survey module, with all the associated protocols and guidelines that provides programme relevant data on children following a major emergency. The survey package of tools should be suitable for inclusion in household surveys such as MICS without requiring major changes to the usual MICS methodology and procedures. The package is to be developed in extensive consultation with colleagues and partners working in MICS, emergencies and monitoring.

4. Activities and Tasks/Work Relationship

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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Phase 1:

- Building on the work that was done by ROSA in 2013, liaise with emergency experts to determine indicators that can be measured at the household/population level relevant to monitoring the situation of children following an emergency.
- Develop a clear framework with programmatic uses for the data.
- Liaise with the MICS specialists in different regions and the MICS team in HQ to assess how the identified indicators can be reliably and accurately collected through national household survey programmes such as MICS.
- Develop a module, tabulation plan and field protocol for field testing of the module.

Phase 2:

- Lead the comprehensive field testing of the module in 2 post-emergency settings (Philippines and Pakistan) and conduct appropriate validation exercises and analysis of data.

Phase 3:

- Based on the field test experience and through further consultations with emergency and MICS specialists, refine the indicators, modules, field protocols and tabulation plan.
- The final survey package of tools will be shared widely for comment and finalised based on feedback.

5. Output Results (Deliverables)

The final consultancy output will contribute to enhancing the knowledge and evidence base on the situation of children living in countries affected by an emergency.

Final outputs include:

- Concept note documenting the theoretical framework used to develop a post-emergency MICS module with draft indicators, module, tabulation plan and field protocols;
- Two field testing reports documenting the field the process, findings and observations and resulting changes made to questions/indicators;
- Final indicators, questionnaire module, tabulation and field protocols and manual guidelines.

6. Estimated Timeline of Completion

Activities	Deliverables	Estimated duration
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Building on the work that was done by ROSA in 2013, liaise with emergency and resilience experts to determine indicators that can be measured at the household/population level relevant to monitoring the situation of children following an emergency.		
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Develop concept note with theoretical framework with programmatic uses for the data.		
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Liaise with MICS specialists in different regions and the MICS team in HQ to assess how the identified indicators can be reliably and accurately collected through national household survey programmes such as MICS.		
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Develop a module, tabulation plan and field protocols for field testing of the module. Concept note documenting the theoretical framework used to develop a post-emergency MICS module with draft indicators, module, tabulation plan and filed protocols	4 weeks	
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Lead the comprehensive field testing of the module in 2 post-emergency settings (Philippines		
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Item No	Item Description	Quantity/Unit	Unit Price	Amount
	<p>sand Pakistan) and conduct appropriate validation exercises and analysis of data. Field testing reports documenting the field the process, module validation techniques, findings and observations and resulting changes made to questions/indicators; 6 - 10 weeks</p> <p>Based on the field test experience and through further consultations with emergency, resilience and MICS specialists refine the indicators, modules, field protocols and tabulation plan. Final survey package which will include full documentation on the theoretical framework behind the indicators, set of indicators, questions/questionnaire module, tabulation, field protocols and survey manual guidelines. 4 weeks</p>			
	<p>7. Proposed schedule of payments and costs to institution to be included in the bid</p> <p>Deliverables Expenses to be included in bid Payment</p> <p>Concept note documenting the theoretical framework used to develop a post-emergency MICS module with draft indicators, module, tabulation plan and field protocols · Fees 4-6 weeks after contract commences</p> <p>One field testing report documenting the field the process, module validation techniques, findings and observations and resulting changes made to questions/indicators;</p> <ul style="list-style-type: none"> · Fees · Cost of field testing · Flights · DSA Following the reports from each field test <p>Second field testing report documenting the field the process, module validation techniques, findings and observations and resulting changes made to questions/indicators;</p> <ul style="list-style-type: none"> · Fees · Cost of field testing · Flights · DSA <p>Final survey package</p> <p>Presentation of module and tools at ROSA, Kathmandu</p> <ul style="list-style-type: none"> · Fees · Flights for one round trip to Kathmandu · DSA Following submission of all deliverables no later than 9 months after contract commences <p>As part of the proposal, there should be a schedule of prices proposed # distinguishing between professional fee and travel related expenses, as well as a proposed payment schedule by deliverable.</p>			

Item No	Item Description	Quantity/Unit	Unit Price	Amount
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8. Qualifications

- An institution with recognized successful experience in Social Sciences, Statistics, Epidemiology, or other related technical field.
- An institution with the ability to bring together experts in statistics, social sciences, epidemiology and emergency/broader risk management
- Resource person(s) with experience of working in emergency and post- emergency with knowledge and familiarity in monitoring*.
- Resource person(s) with demonstrable quantitative survey design and data analysis skills and experience in the design and implementation of household surveys. MICS or DHS experience highly desirable*.
- Resource persons(s) able to manage and oversee field testing in specified countries*.
- § Proven capacity to document and report
- § Fluency in English
- § Excellent communication and interpersonal skills;

*Please attached CV#s of resource persons with the proposal.

9. Working Conditions

Work can be conducted from where the institution is based with the exception of the field testing and one final trip to Kathmandu at the end of the consultancy. The institution will provide their own computers and software required to complete the work activities outlined in this TOR.

**Incoterms & Delivery Requested
Packing**

Lead Time & Related Charges

Unit : Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm
Total: Dimension.....x.....x.....cm	Weight.....kg	Volume.....cbm

SPECIFIC TERMS AND CONDITIONS

INSTRUCTIONS TO THE BIDDERS

MARKING AND RETURNING PROPOSALS

SEALED PROPOSALS must be submitted to UNICEF office indicated NO LATER THAN 14:00Hrs Nepal local time on 24.03.2014. ✓ Proposals received in any manner other than as outlined in the instruction to bidders will be INVALIDATED.

Proposals shall be submitted in duplicate, in English, and shall be sealed in 1 outer and 2 inner envelope and all envelopes shall indicate the bidder's name and address. The outer envelope shall be addressed by the bid Reference number and the Opening date.

The first inner envelope shall be marked Technical Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) The proposed methodology/strategy for completion of the work as detailed in the Terms of Reference;
- (b) The proposed implementation plan with time line.
- (c) Supplier profile, including establishment, experience, client list etc;
- (d) The proposed team who will complete the work, including leader, members, experience and capability;
- (e) Corporate organogram (both of the supplier and the proposed team who will carry out the work);
- (f) Any other technical information that is relevant to the requirement.

The 2nd inner envelope shall be marked Price Proposal and addressed in the same manner as the outer envelope, and shall contain the following documentation:

- (a) Bidder registration/incorporation documents;
- (b) Audited financial statements for the past 2 years;
- (c) Price schedule and priced bill of quantities

The Price Proposal must cover all the services to be provided, and must itemise the following:

- (a) An all-inclusive rate per person/day (including honorarium and living expenses) for each proposed team member to be assigned to the project in the field and a rate for his/her work at the home office, if any;
- (b) An all-inclusive amount for any travel related expenses (indicating the number of trips required by each team member);
- (c) Other costs, if any, indicating nature and breakdown;
- (d) A summary of the total cost for the proposed services, excluding taxes from which UNICEF is exempt and as outlined in clause 5 of the General Terms and Conditions;
- (e) A proposed schedule of payments, all of which must be expressed and will be affected in USD.

Information which the bidder considers to be proprietary should be clearly marked as such. All information provided by the bidder will be treated as confidential and used for UNICEF internal purposes only.

TIME FOR RECEIVING PROPOSALS

Sealed Proposals received prior to the stated closing time and date will be kept unopened. The Officer of the Bid Opening Unit will open Proposals when the specified time has arrived and no Proposal received thereafter will be considered.

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

Modification by fax of sealed Proposals already submitted in a sealed envelope will be considered if received prior to the closing time and date.

PUBLIC OPENING OF PROPOSALS

Bidders, or their authorized representative, may attend the public opening of the RFP at the time, date and location specified. The only envelope that will be opened at public bid opening is the Technical Proposal.

REQUEST FOR INFORMATION

Any request for information regarding the specifications should be forwarded to the Chief of Supply and Logistics Section who VERIFIED/APPROVED the Bid.

CORRECTIONS

Erasures or other corrections in the Proposal must be explained and the signature of the Bidder shown alongside.

MODIFICATION AND WITHDRAWAL

All changes to a Proposal must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Proposal, or state the changes from the original Proposal.

Proposals may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Proposal after it has been opened.

VALIDITY OF PROPOSALS

Proposals should be valid for a period of not less than 90 days after RFP opening, unless otherwise specified in the Specific Terms and Conditions. Bidders are requested to indicate the validity period of their Proposal, as UNICEF may award additional contracts against the lowest acceptable proposal if requests for identical services are received during the Proposal validity period. UNICEF may also request the validity period to be extended.

DISCOUNTS

Discounts on faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at UNICEF office of FULLY PAYMENT DOCUMENTATION as specified in the Contracts. Any discounts for any reason other than those mentioned on the RFP Form must be stated on the Proposal.

QUALITY ASSURANCE

If the Bidder is already certified, or in the process of being ISO 9001/9002/BS certified, this should be clearly indicated in the Proposal and a copy of the Certificate attached to the Bid.

RIGHTS OF UNICEF

UNICEF reserves the right to INVALIDATE any Proposal for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Proposal.

UNICEF reserves the right to INVALIDATE any Proposal received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

EVALUATION OF PROPOSALS

Following closure of the RFP, proposals will be evaluated by a UNICEF evaluation team to assess their merits. The evaluation will be restricted to the contents of the proposals, bidder

profile, relevant experience, client list, financial status and price proposal.

A 2 stage procedure will be utilized in evaluating proposals, with evaluation of the Technical Proposal being completed prior to any evaluation of the Price Proposal. Technical Proposals will be evaluated for compliance with the mandatory requirements of the RFP

The Technical Proposal has a total possible value of 70 points. Technical Proposals receiving 49 points or higher, will be considered technically responsive and the Price Proposal will be opened. Proposals which are considered none technically compliant and non-responsive will not be given further consideration.

The total number of points allocated for the Price Proposal is 30. The maximum number of points will be allocated to the lowest price proposal that is opened and compared among those bidders which obtain the threshold points in the evaluation of the Technical Proposals. All other Price Proposals shall receive points in inverse proportion to the lowest price.

AWARD/ADJUDICATION OF PROPOSALS

The final selection of the most responsive proposals will be based on the best proposal overall, in terms of technical score and price. UNICEF reserves the right to make multiple arrangements for any goods/services where, in the opinion of UNICEF, the lowest acceptable Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF's best interest to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc bid which meets all the requirements.

ERROR IN PROPOSAL

Bidders are expected to examine all Schedules and all Instructions pertaining to the RFP. Failure to do so will be at Bidders own risk. In case of errors in the extension price, unit price shall govern.

RFP TERMS AND CONDITIONS

This RFP and any responses thereto, shall be the property of UNICEF. In submitting a proposal, the bidder acknowledges that UNICEF reserves the right to:

- (a) Visit and inspect the bidder's premises;
- (b) Contact any/all referees provided;
- (c) Request additional supporting or supplementary information;
- (d) Arrange interviews with the proposed project team/consultants;
- (e) Reject any/all of the proposals submitted;
- (f) Accept any proposals in whole or in part;
- (g) Negotiate with the most favorable bidder;
- (h) Award contracts to more than 1 bidder, as UNICEF considers being in its best interests.

Bidders shall bear all costs associated with the preparation and submission of proposals, and UNICEF shall not be responsible for these costs, irrespective of the outcome of the bidding process.

GENERAL TERMS AND CONDITIONS

A. ACCEPTANCE OF PURCHASE ORDER

The Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of the Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNICEF unless agreed to in writing by a duly authorized official of UNICEF.

B. PAYMENT

1. UNICEF shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

3. Unless authorized by UNICEF, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

The prices shown in this Purchase Order may not be increased except by express written agreement of UNICEF.

C. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides, inter-alia, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.

2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

D. EXPORT LICENCES

Notwithstanding any INCOTERM used in the Purchase Order, the Supplier shall obtain any export licences required for the goods.

E. RISK OF LOSS Notwithstanding any INCOTERM used in this Purchase Order, risk of loss, damage to or destruction of the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the terms of this Purchase Order.

F. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under the Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

G. INSPECTION

1. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance not conforming to the Purchase Order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

H. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNICEF of the goods sold under the Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNICEF and the United Nations harmless from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.

2. Refuse to accept delivery of all or part of the goods.

3. Terminate this Purchase Order without any liability for termination charges or any other liability of any kind of UNICEF.

J. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNICEF to determine the most expeditious means for delivering the goods and (ii) use and expedite means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNICEF.

K. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.

2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

L. USE OF UNICEF OR UN NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF or the United Nations for any purpose.

M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNICEF without specific permission of UNICEF in each instance.

N. SETTLEMENT OF DISPUTES

Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

O. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

P. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNICEF to terminate the Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNICEF.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by its company, is engaged in the sale or manufacture of antipersonnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its supply contract with the Supplier.

Rev.1 - 1 February 1997