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United Nations Children's Fund

Telephone
Facsimile
Email

REQUEST FOR PROPOSAL

LRFP-2015-9118494 28 April 2015

# UNITED NATIONS CHILDREN'S FUND (UNICEF)

Wishes to purchase

**Data processing support to MENA countries implementing MICS surveys**

**E MAILED** proposals should be sent to:

UNICEF MENARO
Attention: BID UNIT
E MAIL: menarobids@unicef.org (secure email)

## IMPORTANT - ESSENTIAL INFORMATION

The reference **LRFP-2015-9118494** must be shown on the e mail

**The Request for Proposal for Services form** must be used when replying to this invitation. You are welcome to enclose your own specifications, if necessary.

Proposals must be received **by latest 12:00 (Amman time) on 13 May 2015** and will be opened at 14:00 hours (Amman time) on 13 May 2015. Request for Proposal for Services received after the stipulated date and time will be invalidated.

Request for Proposal for Services must be emailed to **menarobids@unicef.org** ONLY. Request for Proposal for Services emailed to other addresses will be invalidated, even if received before the stipulated deadline.

**It is important that you read all the provisions of the Request for Proposal for Services to ensure that you understand and comply with the UNICEF's requirements. Note that failure to submit compliant proposals may result in invalidation of your proposal.**

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**THIS REQUEST FOR PROPOSAL HAS BEEN:**

**Prepared By:**

Firas Haddadin
(To be contacted for additional information, NOT FOR SENDING OFFERS)
Email : fhaddadin@unicef.org

**Verified By:**

Laura Siegrist

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## 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-2015-9118494** 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_____

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| Item No | Item Description | Quantity/Unit | Unit Price | Amount |
|---|---|---|---|---|
| SCHEDULE NO: 1 | DATA | | | |
| 00010 | | 1 each | | |

TERMS OF REFERENCE FOR SERVICE CONTRACTING

Assignment
Data processing support to MENA countries implementing MICS surveys
Estimated budget

Budget Source

Location

Regional MICS Data Processing Consultant will work from a distance with the exception of country visits and participation in the workshops. The consultant is expected to support UAE survey initially and other country(ies) as survey plans develop. Travel will be not be required to countries in conflict or emergencies.

Duration
11 months
Estimate number of
working days Initially 40 days spread over an 11 month period (based on approximately 40 working days per country for CAPI based surveys). The contract will be amended to include additional country(ies)

Start date
1 June 2015
End date
30 April 2016
Reporting to

Regional Monitoring Specialist, MENARO / MICS Coordinator

1. JUSTIFICATION/BACKGROUND

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 17 years and four rounds of MICS, 300 MICS surveys have been conducted in more than 100 countries.

MICS enables countries to produce statistically sound and internationally comparable estimates of a range of indicators in the areas of health, education, child protection, water and sanitation and HIV and AIDS. 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.

During 2012-2015, UNICEF supports the fifth round of MICS surveys. MICS will be generating information for over 20 MDG indicators and will be, along with other nationally representative household surveys, critically important for final MDG reporting and post-MDG reporting.

MICS surveys are usually carried out by government organizations, with the support and technical assistance of UNICEF. When countries adhere to the MICS protocols and recommendations and make use of the tools provided, the survey process goes very smoothly. However, in many countries, as the MICS3 evaluation also confirms, the provision of survey tools alone has not been sufficient without the additional support of experienced personnel providing technical assistance to MICS implementing partners.

As part of the MICS5 programme, UNICEF will continue to strengthen its MICS technical support mechanism at the regional level so that country offices can receive the required level of technical assistance at critical stages of the survey and are in a better position to support the implementing partner.

Across MENA current plans suggest that in early 2015 and 2016 planning, preparation and fieldwork for MICS surveys will be initiated in three countries. The number of surveys may increase as countries finalize their plans for post-2015 baselines or decide to conduct MICS for monitoring of national development plans. MENARO will, therefore, hire experienced data processing consultants to provide data processing-related technical assistance and capacity development to country offices and their partners in a timely manner.

2. OBJECTIVE AND TARGETS

Uninterrupted data processing support provided to 2-3 countries implementing MICS surveys in MENA region during 2015-2016.

3. SCOPE OF THE WORK (WORK ASSIGNMENT)

a) Review the adapted data entry programs (CSPro) for each MICS survey in MENA taking the MICS guidelines and final versions of questionnaires as a basis;
b) Review the adapted data processing programs (SPSS) for each MICS survey in MENA advising on compliance of the tabulation programs with MICS guidelines and of the output tables with the adapted questionnaires for the survey;
c) Compile reports with technical comments and recommendations highlighting proposed changes, if any, to the data entry and data analysis programs;
d) Facilitate the data entry and analysis training sessions during the MICS regional workshop (Data Processing) and discuss and advise countries attending the workshop on their data entry and data analysis approach;
e) Provide in-country support to selected countries in order to assist the implementing partner in adapting the data entry and analysis programs (including providing technical support to data cleaning, recoding, analysis and tabulation of country-specific modules and/or questions).

Suggested timing of country visits:
§ Before the beginning of fieldwork, during data entry clerk training, into the first few days of fieldwork - to advise on set up of the Data Processing System;
§ At the end of the fieldwork, during the editing, cleaning, exporting process, including the first run of tables;

§ A few months later, for finalizing all tables, including production of sampling error tables;
§ If necessary, for supporting partners with data archiving.

During the country visit, the activities should include:
§ Presentations on MICS data entry and analysis approach to UNICEF MICS focal points and the data processing experts from the implementing partner;
§ Review of necessary documents to support the data processing activities;
§ Support and advise on the use of #Supervisor#s menu# during data entry;
§ Support data editing and recommend the use of double data entry;
§ In collaboration with the implementing partner, put together the final datasets and standard as well as country specific tables.

Further activities in support to selected countries may include:
§ Participation in the setting up of the data entry room;
§ Establishing a backup system;
§ Adding weights to datasets;
§ Creating wealth index;
§ Finalisation of datasets;
§ Training in data entry program immediately following the main fieldwork training. Topics include, but are not limited to:
o certification of the data entry facility,
o installation of data entry equipment,
o training data entry supervisor,
o certification of 100% double data entry process,
o verification of consistency checks and correction of inconsistencies,
o training for how to code the #other# answers,
o questionnaire verification, and
o running data quality tables.
§ Archiving.
f) Review the data processing related parts of the final report. Provide technical comments and recommendations highlighting proposed changes, if any to the relevant chapters.
g) Support the data archiving and anonymisation of the MICS datasets in each country.
h) Respond to ad-hoc data processing queries from countries.

4. EXPECTED DELIVERABLES

a) Documented review of each MICS survey data entry program (CSPro) and data analysis (SPSS) package reviewed outlining key recommendations and proposed changes and how the data processing approach meet or do not meet MICS technical standards # within 5 days after submission by the country.
b) Country visit reports (including presentations and training materials) for each country visited # within 7 days after the visit.
c) Regional workshop trip report # within 7 days after the workshop
d) Presentations and training materials used in workshops and trainings # within 7 days after the workshop/training.
e) Documented review of the final datasets and syntaxes produced in each country # within 7 days after the submission by the country.
f) Documented review of each survey final report from a data processing point of view.
g) Documented review of data archiving produced for each country # within 7 days after the submission by the country.
h) Evidence of other distance technical support through e-mail.
i) Monthly activity log with the name of a country, type of support, date and time spent for

| Item No | Item Description | Quantity/Unit | Unit Price | Amount |
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each task specified clearly.

5. REALISTIC DELIVERY DATES AND DETAILS ON HOW THE WORK MUST BE DELIVERED

The reviews should be conducted as per MICS specified templates using excel and electronic copies of all reviews, reports, presentations (i.e. electronic submission, hard copy, what computer programme should be used)

6. OFFICIAL TRAVEL INVOLVED
The consultant will be expected to travel to 2-3 non-emergency countries. UNICEF will be unable to assist with visa applications.

7. DESIRED QUALIFICATIONS, SPECIALIZED KNOWLEDGE OR EXPERIENCE

Education

At least a Master#s Degree or equivalent in Information Technologies, Statistics, Demography, or any other related technical field with special expertise in data management/processing is required.

Skills and Experience

§ At least 8 years# experience in data processing for household surveys;
§ Extensive knowledge of CSPro and SPSS softwares.
§ Familiarity with the IHSN Microdata Management Toolkit (DDI Metadata Editor or Nesstar Publisher) an asset
§ Must be familiar with the data processing approach of MICS and/or Demographic and Health Surveys (DHS);
§ Demonstrated training experience;
§ Experience of working in developing countries;
§ Fluency in English and excellent oral and written communications in Arabic and French;
§ Excellent communication and interpersonal skills;
§ Ability and willingness to travel to all countries across MENA

Other competencies

§ Demonstrated ability to work in a multicultural environment and establish harmonious and effective relationships with national partners;
§ Demonstrated leadership, managerial and supervisory ability.

8. PERFORMANCE INDICATORS FOR EVALUATION OF RESULTS
The MENARO M&E section will provide quality assurance and oversight for the consultant#s work with substantial feedback on the quality of the work. Due consideration will also be given to the timeliness of support to the HQ and the participating countries at the time of the performance review

For each assigned MICS survey country, the consultant will work in close collaboration with the UNICEF MICS Focal point, the UNICEF MICS Consultant and other UNICEF Regional MICS Consultants, and data processing expert of the implementing partner in that country and the MICS HQ data processing team. During country visits, the consultant will be expected to implement capacity development activities with the implementing partner as required and organised by the UNICEF Country Office.

9. FREQUENCY OF PERFORMANCE REVIEWS

Performance reviews will be held on a quarterly basis.

10. CALL FOR PROPOSALS

The proposal should indicate the expected daily remuneration and the availability to travel.

11. INDICATION OF HEALTH STATEMENT AND CERTIFICATE OF GOOD HEALTH HAS BEEN RECEIVED PRIOR TO SIGNING THE CONTRACT
(for consultants/individual contractors traveling with UNICEF or working in UNICEF Office)
12. UNICEF RECOURSE IN CASE OF UNSATISFACTORY PERFORMANCE

| Item No | Item Description | Quantity/Unit | Unit Price | Amount |
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In case of unsatisfactory performance, the contract will be terminated after giving feedback to the consultant on his/her performance.

13. INDICATION THAT THE CONSULTANT/INDIVIDUAL CONTRACTOR HAS RECEIVED A COPY OF THIS DOCUMENT OR. ALTERNATIVELY, AN EXPERT OF RELEVANT PROVISIONS INCLUDING THOSE CONCERNING LEGAL STATUS, OBLIGATIONS AND TITLE RIGHTS.

14. CONDITIONS

- The contractor will work on its own computer(s) and use its own office resources and materials in the execution of this assignment. The contractor#s fee shall be inclusive of all office administrative costs
- Local travel and airport transfers (where applicable) will be covered in accordance with UNICEF#s rules and tariffs.
- Flight costs will be covered at economy class rate as per UNICEF policies.
- Any air tickets for travel will be authorized by and paid for by UNICEF directly, and will be for the attendance of meetings and workshops.
- Please also see UNICEF#s Standard Terms and Conditions attached.

**Incoterms & Delivery Requested** **Lead Time & Related Charges**

**Packing**

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

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

## SPECIFIC TERMS AND CONDITIONS

### B. UNICEF SPECIAL TERMS AND CONDITIONS

### 1.0 PROCEDURES AND RULES

1.1 Organizational Background
UNICEF is the agency of the United Nations mandated to advocate for the protection of children's rights, to help meet their basic needs and to expand their opportunities to reach their full potential. Guided by the Convention on the Rights of the Child UNICEF strives to establish children's rights as international standards of behaviour towards children. UNICEF's role is to mobilise political will and material resources to help countries ensure a "first call for children". UNICEF is committed to ensuring special protection for the most disadvantaged children.

1.1.1UNICEF carries out its work through its headquarters in New York, 8 regional offices and 125 country offices world-wide. UNICEF also has a research centre in Florence, a supply operation based in Copenhagen and offices in Tokyo and Brussels. UNICEF's 37 committees raise funds and spread awareness about the organisations mission and work.

1.2 Purpose of the Request For Proposal for Services (RFP)
The purpose of this RFP is to invite proposals for Data processing support to MENA countries implementing MICS surveys.

1.3 Forecast Schedule
The schedule of the contractual process is as follows:
a) Closing date and time for submission of full proposal: 12:00 Amman 13.05.2015
b) Questions to be received by: 06.05.2015
c) Estimated date of Signature of contract: 01.06.2015
d) Award Notice: 25.05.2015

1.4 RFP Change Policy
All requests for formal clarification or queries on this RFP must be submitted in writing to Firas Haddadin via e-mail to fhaddadin@unicef.org or via fax to [INSERT secure FAX NUMBER]. Please make sure that the e-mail or fax mentions the RFP reference number.

Only written inquiries will be entertained. Please be informed that if the question is of common interest, the answer will be shared with all potential RFP Proposers.

Erasures or other corrections in the proposal must be explained and the signature of the applicant shown alongside. 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 request received from Proposers prior to the opening time and date. Proposers are expected to examine all instructions pertaining to the work. Failure to do so will be at Proposer's own risk and disadvantage.

1.5 RFP Response Format
Full proposals should be submitted in ENGLISH and must be received no later than [TIME AND DATE] to the designated email.

N.B. The Proposal must be sent for the attention of the Bid Unit of UNICEF as specified on the cover sheet of this RFP. Proposals not sent in this manner will be disqualified.

Emailed proposals must be sent to the secure email: menarobids@unicef.org later than the closing time and date.

The bids type must be clearly indicated as follows:
* Email for Technical Proposal: Name of company, RFP number # #Technical Proposal#

* Email for Price Proposal: Name of company, RFP number # #Price Proposal#

Proposals received in any other manner will be invalidated.

Offers delivered at a different email address or in a different form than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

All references to descriptive materials should be included in the appropriate response paragraph, though the material/documents themselves may be provided as annexes to the proposal/response.

The Proposer must also provide sufficient information in the proposal to address each area of the Proposal Evaluation Criteria as presented in this document to allow the evaluation team to make a fair assessment of the candidates and their proposal.

1.6 Proposer's Response

1.6.1 Formal submission requirements
The formal submission requirements as outlined in this Request for Proposal for Services must be followed, e.g. regarding form and timing of submission, marking of the emails, no price information in the technical proposal, etc.

1.6.2 Proposal Form
The completed and signed Proposal form must be submitted together with the proposal.

1.6.3 Mandatory criteria
All mandatory (i.e. must/have to/shall/will) criteria mentioned throughout this Request for Proposal for Services have to be addressed and met in your proposal.

1.6.4 Technical Proposal
The technical proposal should address all aspects and criteria outlined in this Request for Proposal for Services, especially in its statement of work, terms of reference and evaluation criteria of this Request for Proposal for Services. However, all these requirements represent a wish list from UNICEF. The Proposers are free to suggest/ propose any other solution. UNICEF welcomes new ideas and innovative approaches.

No price information should be contained in the technical proposal.

1.6.5 Price Proposal
The price proposal should be as per but not limited to the requirements contained in the statement of work and terms of reference of this Request for Proposal for Services.

1.6.6 Checklist for submission of proposals

* Proposal form filled in and signed

* Email for technical proposal

- Technical proposal
- Technical proposal does not contain prices
- Email is marked as follows:

Name of company, RFP number # #Technical Proposal#, UNICEF MENARO, Bid Section

* Email for price proposal
- Price proposal
- Email is marked as follows:

Name of company, RFP number # #Price Proposal#, UNICEF MENARO, Bid Section

1.7 Confidential Information
Information, which the Proposer considers proprietary, should be clearly marked "proprietary", if any, next to the relevant part of the text, and UNICEF will treat such information accordingly.

1.8 Rights of UNICEF
UNICEF reserves the right to accept any proposal, in whole or in part; or, to reject any or all proposals. UNICEF reserves the right to invalidate any Proposal received from a Proposer who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Proposer who, in the opinion of UNICEF, is not in a position to perform the contract. UNICEF shall not be held responsible for any cost incurred by the Proposer in preparing the response to this Request for Proposal. The Proposer agrees to be bound by the decision of UNICEF as to whether her/his proposal meets the requirements stated in this Request for Proposal. Specifically, UNICEF reserves the right to:

- contact any or all references supplied by the Proposer(s);
- request additional supporting or supplementary data (from the Proposer(s));
- arrange interviews with the Proposer(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives.

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

1.10 Proposal Evaluation
After the opening of proposals, each proposal will be assessed first on its technical merits and subsequently on its price. The proposal with the best overall value, composed of technical merit and price, will be recommended for approval. UNICEF will set up an evaluation panel composed of technical UNICEF staff and their conclusions will be forwarded to the Contracting Centre where the commercial evaluation will be done of proposals that have reached the minimum technical score required.

The evaluation panel will first evaluate each response for compliance with the requirements of this RFP. Responses deemed not to meet all of the mandatory requirements will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions contained in this RFP, including provision of all required information, may result in a response or proposal being disqualified from further consideration.

The responses to the RFP should include and will be evaluated against the following:

__70____% technical

__30___% financial

100% total

Minimum technical score: 70% of 70 points = 49 points

a) Overall Response (10 points)
- general adherence to Terms of Reference and tender requirements

b) Key Personnel (30 points)
- Individual meet academic requirements
- Individual meets minimum 8 years of experience
- Extensive knowledge of CSPro and SPSS softwares.
- Familiarity with the IHSN Microdata Management Toolkit (DDI Metadata Editor or Nesstar Publisher) an asset
- Must be familiar with the data processing approach of MICS and/or Demographic and Health Surveys (DHS);
- Demonstrated training experience;
- Experience of working in developing countries;
- Fluency in English and excellent oral and written communications in Arabic and French;
- Ability and willingness to travel

c) Proposed methodology and approach (30 points)
- deliverables are addressed as per TOR
- proposed timelines are met

Only proposals which receive a minimum of 49 points will be considered further.

The evaluation criteria will be a split between technical and commercial scores (a 70/ 30 split).

Technical scores to be given based on the above mentioned desired deliverables, whereas commercial scores will relate to price.

b) Price Proposal

The total amount of points allocated for the price component is 30 The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = [Max. score for price proposal (30 Points) * Price of lowest priced proposal] / Price of proposal X

Total obtainable Technical and Price points: 100

UNICEF will award the contract to the vendor whose response is of high quality, clear and meets the projects goals, including:

The price/cost of each of the technically compliant proposals shall be considered only upon

evaluation of the above technical criteria.

The Proposers should ensure that all pricing information is provided in accordance with the following:
The currency of the proposal shall be in **US$.** Invoicing will be in the currency of the proposal. The Proposer will suggest a payment schedule for the Contract, linked to unambiguous Contract milestones. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

1.11 Property of UNICEF
This RFP, along with any responses there to, shall be considered the property of UNICEF and the proposals will not be returned to their originators. In submitting this proposal the Proposer will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

1.12 Validity
Proposal must be valid for a minimum of ninety (90) days from the date of opening of this RFP and must be signed by all candidates included in the submission. For proposals from institutions, the proposal must also be signed by an authorised representative of the institution. Proposers are requested to indicate the validity period of their proposal in the Proposal Form. UNICEF may also request for an extension of the validity of the proposal.

1.13 Full right to use and sell
The Proposer warrants that it has not and shall not enter into any agreement or arrangement that restrains or restricts UNICEF rights to use, sell, dispose of or, otherwise, deal with any service or outcome that may be acquired under any resulting Contract.

1.14 Payment Terms
Payment will be made only upon UNICEF#s acceptance of the work performed. The terms of payment are Net 30 days, after receipt of invoice and acceptance of work. Payment will be effected by bank transfer in the currency of billing. Financial proposals should include any offered discounts based on earlier payment, if available. The proposer may offer early payment discounts, i.e. payment within a specific period of time faster than UNICEF#s standard payment terms of 30 days.

1.15 Contractual Terms and Conditions
The UNICEF General Terms and Conditions for Services are attached and will form part of any contract resulting from this RFP.

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# 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 expedited 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 not 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