

# **REQUEST FOR PROPOSAL (RFP) FOR SERVICES**

**RFP/VIETNAM/2014/14**

Ref:

**09 September 2014**

## **UNITED NATIONS CHILDREN'S FUND (UNICEF)**

Wishes to invite you to submit a proposal for

### **Designing Communication Products to support Behaviour Change on Household Water Treatment and Safe Storage for hard to reach rural and poor population in Viet Nam**

**SEALED Proposals** should be sent to:  
UNITED NATIONS CHILDREN'S FUND  
81A Tran Quoc Toan, Hanoi, Vietnam

And be emailed to email address:  
[procurementvn@unicef.org](mailto:procurementvn@unicef.org)

## **IMPORTANT – ESSENTIAL INFORMATION**

The reference **RFP/VIETNAM/2014/14** must be shown on the envelope containing the Technical Proposal and on the envelope containing the Price Proposal, as well as on the outer packaging containing both envelopes.

The bid form must be used when replying to this request for proposal.

The Proposals **MUST** be received at the above address by latest **10:00 a.m** local time on **26 September 2014**.

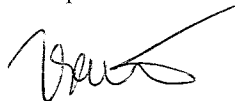
Either proposals received by email or by post are acceptable. Proposals received after the stipulated date and time will be invalidated.

It is important that you read all of the provisions of the request for proposal, 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.

**THIS REQUEST FOR PROPOSAL HAS BEEN:**

**PREPARED BY:** (signed in hard copy)

Date: 09 September 2014



Bui Thu Trang/Supply Unit

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

**APPROVED BY:** (signed in hard copy)

Date: 09 September 2014



Hartmut Pfortner

## A. PROPOSAL FOR SERVICES FORM

**THIS PAGE/FORM** must be completed, signed and returned to UNICEF. Bid must be made in accordance with the instructions contained in this Request for Proposal.

### TERMS AND CONDITIONS OF CONTRACT

Any Contract or Purchase Order resulting from this Request for Proposal (RFP) shall contain UNICEF General Terms and Conditions for Institutional and Corporate Contract and any other Specific Terms and Conditions detailed in this RFP.

### INFORMATION

Any request for information regarding this RFP must be forwarded by email to the attention of the person who prepared this document, with specific reference to the RFP Number.

### DECLARATION

The Undersigned, having read the Terms and Conditions of RFP/VIETNAM/2014/14 set out in the attached document, hereby offers to supply the services specified in the schedule at the price or prices quoted, in accordance with any specifications stated and subject to the Terms and Conditions set out or specified in the document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Validity of Offer: \_\_\_\_\_

(not less than 90 days)

Currency of Offer: VND \_\_\_\_\_

Please indicate after having read UNICEF Payment Terms which of the following Payment Terms are offered by you:

10 Days, 3.0% \_\_\_\_\_ 15 Day, 2.5% \_\_\_\_\_ 20 Days, 2.0% \_\_\_\_\_ 30 Days, Net \_\_\_\_\_

Other Trade Discounts: \_\_\_\_\_

## B. PROCEDURES AND RULES

### 1. RFP RESPONSE FORMAT

All proposals (Technical and Financial) must be in English. The proposals must include, but not limited to the following components:

- 1.1. Proposal form for Services Form
- 1.2. UNICEF Supplier Profile form (with copy of business license and all required supporting documents). The Supplier Profile form can be downloaded at [http://www.unicef.org/vietnam/about\\_1779.html](http://www.unicef.org/vietnam/about_1779.html)
- 1.3. Operational and technical part of the Proposal, including documentations to demonstrate that the service provider meets all requirements:
  - Service providers' Corporate profile/organogram/proof of sound financial status;
  - Service providers' detailed of experience on related projects (i.e. similar projects), including at least 03 references and a sample of past relevant work;
  - Detailed of the kind of background data that you can provide for context.
  - Composition of the service providers proposed team to carry out the work including a summary CV of each member.
  - Activity development including:
    - Phased approach, actions, proposed methodologies and deliverables to achieve required outputs.
    - Expected time inputs of service providers proposed team.
  - Report, materials and resources provided at the end of the consultancy.
  - Timeline of proposed actions and any other comments, commitments, etc. that the service provider wishes to make.

Costs shall not appear in any other part of this technical proposal.
- 1.4. Price schedule:
 

Please provided costs as detailed in 2.0 – RFP SERVICE DESCRIPTION. However we welcome other suggestions to best achieve our objections but provide any such costs options.

### 2. SUBMISSION OF PROPOSAL:

**Please note the following mandatory requirements:**

*The service providers will be asked to submit the bid into separate sealed envelopes inside for a) the Technical Proposal and b) the Price Proposal*

**Proposals are submitted both by post and electronically.**

The electronic Technical and Price Proposals are submitted as separate documents in PDF format. Both proposals must be emailed to the address: [procurementvn@unicef.org](mailto:procurementvn@unicef.org). Maximum size of email should be 5MB. Proposals can be submitted in several emails if necessary.

The service providers must provide sufficient information in the proposals to address each area of the evaluation criteria, to ensure that the evaluation team can make a fair assessment of the agency based only on its proposals.

Information which the service provider considers proprietary, should be clearly marked “proprietary”, if any, next to the relevant part of the text, and UNICEF will then treat such information accordingly. **All information provided by the service provider will be treated as confidential and will be used for UNICEF internal assessment procedures.**

Deadlines for submission: Proposal MUST be received at the above address by latest **10:00 a.m local time on 26 September 2014**. Proposals for Services received after the stipulated date and time will be invalidated.

### 3. PROPOSAL EVALUATION

Following the submission of the proposals by service provider, evaluation will be conducted to assess the merits of each proposal by a special UNICEF evaluation team.

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.

#### 3.1. Technical evaluation criteria and relative points

Technical Criteria	Technical Sub-criteria	Maximum Points
Overall Response	Completeness of response	2
	Overall concord between TOR/RFP requirements and proposal, including technical, company profile and financial proposal	3
Maximum Points for overall response		5
Company and Key Personnel	Reputation of Organization and Staff (Competence / Reliability)	5
	Financial status	5
	Quality assurance procedures	5
	Range and depth of experience with similar works:	5
Maximum Points for Company and Key Personnel		20
Proposed Methodology and Approach	Concept proposal outlining options for the print for the launch	10
	Detailed description of tools to be used and innovations in design of printing production	15
	Description of quality control procedures and assurance of quality products based on previous examples	20
Maximum Points for Proposed Methodology and Approach		45
TOTAL Maximum		70

#### 3.2. Weighted ratio between the technical and the price criteria: (70:30)

The ratio between the technical and the financial proposal for this task is 70:30 respectively. Only those proposals that score 50 points on the technical proposal will be considered technically responsive, and their price proposals will be opened and evaluated. Proposals, which are considered technically non-compliant and non-responsive, will not be given further consideration.

The final selection of the most responsive proposals will be based on the best overall, in terms of

technical score and price score.

The bidder 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.

#### **4. RFP TERMS AND CONDITIONS**

##### **4.1. 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 bidder will accept the decision of UNICEF as to whether the proposal meets the requirements stated in this RFP.

##### **4.2. 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 Bidder who has previously failed to perform properly or complete contracts on time, or a Proposal received from a Bidder 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 Bidder in preparing the response to this Request for Proposal. The Bidder 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 bidder(s);
- visit and inspect service provider premises;
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s) and with the proposed Project team/consultants;
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with most favourable service provider or service providers
- award contracts to more than one service provider for the statement of work defined herein.

##### **4.3. VALIDITY**

**Proposal must be valid for a minimum of ninety (90) days from the date of closing of this RFP** and must be signed by an authorised representative of the institution. Bidders 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.

##### **4.4. CONTRACTUAL TERMS AND CONDITIONS**

The UNICEF Special and General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

##### **4.5. PAYMENT TERMS**

Payment will be made only upon UNICEF's acceptance of the work performed in accordance with the contractual milestones. 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 proposed stage payments.

#### **5. PRICE SCHEDULE**

The Service Provider is asked to prepare the Price Schedule in a separate envelop (and PDF document if submitting electronically) from the rest of the RFP response.

The Price Schedule must provide costs as detailed in the Annex I - Scope of Work and Terms of

References. However, we welcome other suggestions to best achieve our objectives but provide any such costs as options.

**IMPORTANT: The Service Provider is advised to break the price schedule into main parts relevant to the Scope of work.**

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

The currency of the proposal shall be in Vietnam Dong. All prices/rates quoted must be exclusive of all taxes as UNICEF is a tax-exempt organization.

## **ANNEX I – STATEMENT OF WORK AND TERMS OF REFERENCE**

### **Designing Communication Products to support Behaviour Change on Household Water Treatment and Safe Storage for hard to reach rural and poor population in Viet Nam**

#### **1. Background**

By end of 2012, according to the Monitoring and Evaluation (M&E) report issued by Ministry of Agriculture and Rural Development (MARD), there is still more than 18% rural population have to use unhygienic water for their daily living. About only 40% rural population use technical regulation water according to the Ministry of Health's standard. Even among 82% have access to hygienic water, more than two third of them (77%) still use water from small scale water scheme such as dug well, tube well, rain water and so on. Major factors limiting access to quality water in Viet Nam include insufficient water treatment and re-contamination during water collection and storage at households. As a result, diarrheal disease is the seventh highest contributor to Viet Nam's national communicable disease burden<sup>1</sup> that contribute to the problem of malnutrition for more than 20% children in Viet Nam.

Household Water Treatment and safe Storage (HWTS) has been recognised by WHO and UNICEF as a key strategy for improving public health. Evidence shows that HWTS can significantly reduce diarrhoeal disease which is one of a leading cause for child mortality and morbidity<sup>2</sup>. Steps of standard HWTS including filtration, chemical disinfection, disinfection with heat (boiling, pasteurization); and flocculent disinfectant after consuming.

In 2013, UNICEF supported NCERWASS to conduct a formative study on HWTS in 7 provinces<sup>3</sup> representing all ecological regions in the country. The study provides current situation of HWTS of different regions and groups of population, especially disadvantaged group of poor Ethnic Minority (EM) and remote rural population in Viet Nam. According to the study, less than 30% H'mong and only 45.5% Ba Na studied groups have access to clean water and most of them consume water directly without proper treatment (e.g. filtration, chemical disinfection or boiling). In addition, the habits of water safe storage of rural population is not hygienic enough (e.g. dirty water containers, not safe water sources; the containers are not covered etc.) have been harmful for having contaminate water for drinking.

Applying C4D strategic approaches is critical in promoting behaviour change and good practices on HWTS of households and communities. At the provincial level, a comprehensive C4D plan uses various communication approaches with different communication channels will be crucial to mobilize community effort and participation as well as to support improving knowledge and skills of child caregivers in HWTS.

In order to address requirements from provinces where harmful practices on HWTS are widespread among rural and EM groups. In June 2014, with technical support of UNICEF, NCERWASS organized a joint HWTS – C4D planning workshop was organized for leaders and communication focal points of PCERWASS from 17 provinces where the HWTS is remaining major issue of the province. After the workshop, UNICEF and NCERWASS have continued to provide technical assistance to develop provincial C4D plans to promote HWTS among other WASH key behaviours among rural/EM population at selected 17 provinces. The newly developed HWTS C4D plans will be frameworks for provinces to mobilize resource and capacity to promote HWTS behaviours in the province.

<sup>1</sup>WHO 2013, 'Household Water Treatment and Safe Storage'

<sup>2</sup>WHO 2013, 'Household Water Treatment and Safe Storage'

<sup>3</sup>7 provinces of Lao Cai, Ha Nam, Ha Tinh, Gia Lai, NinhThuan, TayNinh, An Giang.



In order to support the provincial C4D plan focussing HWTS, especially the outreach efforts a package of communication materials is urgently needed. The package aims to provide communication focal points and project collaborators at provincial and commune levels, tools to deliver critical information and knowledge about how to apply safe HWTS. The communication materials will be delivered via different channels and platforms such as household visit, village meetings, clubs, and events. Furthermore, communication materials will be developed using evidence that brings together latest scientific evidence on treatment and storage options with the prevailing cultural practices related to HWTS in the priority provinces.

This TOR is developed to support the National Centre for Rural Water Supply and Sanitation (NCERWASS) under MARD to manage and monitor the process of evidence-based development of materials, pre-testing and dissemination plan of a package of print communication materials to promote HWTS.

The communication materials should be suitable to social and cultural background of people living in the areas where unsafe or untreated water is consumed. It was indicated from the formative report that households living in the Northern Mountainous (Lao Cai, Ha Giang, Dien Bien) areas and Central highland areas (Gia Lai, Kon Tum, Binh Dinh etc), especially the EM groups of H'mong, Ba Na and Kinh people from the poor group are not engaged in optimal HWTS practices. Therefore, this TOR will focus on the development of communication materials to promote HWTS for three selected group of Kinh, H'mong and Ba Na. This work is highlighted and agreed with NCERWASS under the MARD-UNICEF Annual Work Plan 2014, activity 11.

## 2. Justification for Requesting an Institution

It is recommended to hire an institution that has strong expertise in production of creative communication materials to carry the work. UNICEF does not possess in house capacity to produce the required materials as these require special techniques, machines, and production crew. UNICEF C4D will collaborate closely with the IEC section under NCERWASS provide technical guidance and quality assurance to the company in all stages of the production.

## 3. Purpose and objective of the TOR

The purpose of the assignment is to develop and produce a communication package of printing materials that would support the implementation of provincial HWTS C4D plans especially in provinces with poor and disadvantaged H'mong, Ba Na and Kinh groups. The package includes a flipchart to demonstrate locally relevant good practices and propose appropriate and reasonable technical options to the families related to HWTS; and a poster to that clearly illustrates how to treat and store safe drinking water and the benefit it offers to all family members, especially children.

The materials would be accompanied with simple guidelines on how to use the flip chart and poster during HWTS and other child health promotional activities conducted by PCERWASS, Women's Union and other related outreach workers and communicators.

## 4. Scope of work, timeline and deliverables

No	Thematic area	Key activities/tasks	Deliverables
1	Develop a practical note detailing the creative and production process to be used for development of the communication	<ul style="list-style-type: none"> <li>Review the formative study and relevant WASH programme reports on HWTS provided by NCERWASS,</li> </ul>	A production plan is developed and completed after consultation with UNICEF, NCERWASS (PMU) proposal of suitable

	<p>package to promote HWTS for three group of Kinh, H'mong and Ba Na;</p> <p>2. Develop a rationale for messages and visuals to be used based on research and evidence provided</p> <p>(2) Propose design options for poster, and flipchart</p> <p>(3) Proposal for the type, quantity, image, and messages to be presented via poster and flipchart</p>	<p>UNICEF and develop an evidence-base of technical solutions and prevailing HWTS practices related to H'mong, Ba Na and poor Kinh groups that would guide the development of the materials.</p> <ul style="list-style-type: none"> <li>• Review the existing HWTS IEC materials within NCERWASS library and other existing organizations working on HWTS related to H'mong, Ba Na and Kinh groups</li> <li>• Meetings with UNICEF C4D team and NCERWASS to understand the requirements of the work</li> <li>• Develop a production plan in which suitable materials including types (1 posters, 1 flipchart including a set of agreed messages) for each group of Kinh, H'mong; and Ba Na) are proposed</li> <li>• Develop the first design options for all above materials and share with UNICEF, and NCERWASS for comments and inputs</li> </ul>	<p>materials for facilitating out-reach effort in promoting HWTS for three selected EM groups get approval from NCERWASS with comments of UNICEF</p>
2	<p>Design the artwork for, posters, and flipcharts of the communication package for comments and inputs</p>	<ul style="list-style-type: none"> <li>• Design posters, and flipcharts that is suitable (socially and culturally accepted) to the three selected groups of Kinh, H'mong, and Ba Na following the standards of C4D material development (Clear; Concise; Courteous; Call for actions)</li> <li>• Present the design to UNICEF and NCERWASS for comments and inputs</li> <li>• Based on comments and inputs of UNICEF and</li> </ul>	<p>Designs of printing materials for the communication package set including at 3 posters and 3 flipcharts (one for each EM group) are developed and revised</p> <p>Revise the design on comments and inputs;</p>

		NCERWASS, revise the design.	
3	Conduct pre-test of the communication materials with selected groups of H'mong, Kinh, and Ba Na audiences and finalize the design and production.	<ul style="list-style-type: none"> <li>Develop the tools and questionnaires for pre-test, share and get comments from UNICEF and NCERWASS to finalize tools and questionnaires;</li> <li>Collaborate with NCERWASS to conduct the pre-test at selected communes in two provinces where the groups of H'mong, Kinh and Ba Na are located.</li> <li>Finalize the design and produce posters and flipchart based on the results of the pre-test</li> <li>Handover to UNICEF and NCERWASS all softcopies of the design and the printing production for dissemination</li> </ul>	Final artwork of the communication package is ready for delivering to provinces and re-production.
	<p>Develop a short guideline on how to use the flip-chart and the poster, including skills that are needed to promote the recommended behaviours</p> <p>Propose a dissemination plan on who and where the materials should be made available to</p>	<ul style="list-style-type: none"> <li>Discuss with NCERWASS and UNICEF staff how to make the use of these materials most effective</li> <li>Propose ideas on who can use the materials and how to use the materials to promote dialogue with families</li> <li>Based on the profile of the EM groups prioritized propose a dissemination plan</li> </ul>	A set of guidelines and dissemination plan for the two sets of materials – flip chart and poster

### 5. Management

The assignment will be undertaken under the supervision of C4D unit of UNICEF Viet Nam, in close collaboration with CSD/WASH team. The selected institution should also work with the NCERWASS and its network of PCERWASS to collect their comments and inputs on the development of HWTS communication package.

### 6. Qualifications and experience required:

As the graphic design and production company based on Viet Nam with expertise in delivering communication products for visibility and awareness raising. High level of expertise in printing material development is required with specific communication skills, machinery, printing house and

production process – either in house or outsourced with quality assurance measures in place. It is required to hire a professional communication company with good experience in development of communication products for the HWTs communication package. The selected communication company/institution should meet the following requirements:

- 1) Minimum of 5 years with track record of producing high quality print media products for the development or corporate sector
- 2) Have a good knowledge on creative and production techniques used in advertising, public relations, event management, social marketing or Communication for Development programmes;
- 3) Be creative and able to produce high quality and creative communication materials, especially printing materials such as leaflet, poster, especially with proven experience in development of info-graphics and short animated films to communicate about processes and programmes;
- 4) Experience in working on communication for various development programmes and projects, preferably with some experience in development of C4D materials in Viet Nam;

## **7. Submission**

Interested communication companies are requested to submit a proposal outlining the proposed ideas on development and production and describing the comparative advantage of the company to undertake the work on design and development of the communication package. Other documents would need to supplement the proposal as per UNICEF's procurement policy for institutional services.

## **ANNEX II - UNICEF GENERAL TERMS AND CONDITIONS FOR INSTITUTIONAL/CORPORATE CONTRACTS**

### **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 specified in the Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary shipping documents specified in the Purchase Order.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in by such payment terms.
3. Unless authorized by UNICEF, a separate invoice must be submitted in respect of this Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
4. The prices shown in the Purchase Order or Contract 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 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 licenses required for the goods.

### **E. RISK OF LOSS**

Notwithstanding any INCOTERMS used in the Purchase Order, risk of loss, injury or damage to the goods shall be borne by the Supplier until physical delivery of the goods to the consignee has been completed in accordance with the Purchase Order.

### **F. FITNESS OF GOODS/PACKING**

The Supplier warrants that the goods, including adequate packing, conform to the specifications 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 fulfill its obligation 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 the 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 the 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, terminate the Purchase Order or Contract by giving the Supplier written notice of termination.

#### L. USE OF UNICEF NAME AND EMBLEM

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

#### M. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that the Supplier 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 UN, 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 of the Convention which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or

interferes with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Q. MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the Supplier's company, is engaged in the sale or manufacture of anti-personnel 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 contract with the Supplier.

Rev.1-1 February 1997

