

## REQUEST FOR PROPOSAL (RFP) FOR SERVICES

RFP/VIETNAM/2014/15

Ref:

17 October 2014

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

Wishes to invite you to submit a proposal for

**Development of two film versions, a long version of ten minutes and a short version of five minutes on rural sanitation issue in Viet Nam.**

**SEALED Proposals** MUST 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/2014/15** 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 **31 September 2014**. 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: 17 October 2014



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Bui Thu Trang/Supply Unit  
(To be contacted for additional information. NOT FOR SENDING OFFERS)

**APPROVED BY:** (signed in hard copy)  
Date: 17 October 2014



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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/2014/15 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 31 October 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	10
Maximum points for company and key personnel		25
Proposed methodology and approach	Concept proposal outlining options for production of film	15
	Detailed technological description of tools to be used and innovations in audio-visual production	15
	Description of quality control procedures and assurance of quality products based on previous examples	10
Maximum points for proposed methodology and approach		35
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

### Summary

<b>Title</b>	Development of two film versions, a long version of ten minutes and a short version of five minutes on rural sanitation issue in Viet Nam.
<b>Purpose</b>	To develop two film versions of ten and five minutes on rural sanitation issue in Viet Nam, which will be used for policy advocacy, awareness and fund raising purpose. This film is aimed to provide target audiences, especially policy makers and donors with a comprehensive understanding of sanitation situation in different regions in Viet Nam and its negative impacts on people's health and economic development. It is targeted to be used initially as an advocacy tool for MOH and UNICEF meeting with National Assembly Member organized in December 2014 to lobby for prioritizing budget allocation for sanitation and inclusion of sanitation targets in the next socio-economic development plan. Then the film will be used at other advocacy events such as UNICEF and Government various media channels and workshops, meetings among Government counterparts and donor community.
<b>Location</b>	Hanoi
<b>Duration</b>	21 days
<b>Start Date</b>	5 November 2014
<b>Reporting to</b>	WASH Specialist, CSD Section, UNICEF Vietnam and VIHEMA/MOH leaders ( with frequent inputs from Communication and C4D team)
<b>WBS/PBA Expiry Date</b>	5200/A0/04/803/013/001, (funding source - SC120106)
<b>Project and activity codes</b>	Activity#20- "Orientate high-impact sanitation approaches to National Assembly members and top officials", 2014 MOH-UNICEF CSD AWP

### 1. Background

Viet Nam has become a middle income country with 2011 per capita income of US\$1,260<sup>1</sup>. However, around 70 percent (62 million people) of Viet Nam population remains living in rural and remote areas. Whilst many achievements have been made in water supply and sanitation sector, people especially in rural areas of Viet Nam still confront many challenges and lack of access to basic water and sanitation facilities. Only 40% of rural population has access to water supply meeting the MOH standards and 40% of them use unhygienic latrines. Each year, it is estimated that there is around 1 million cases of diarrhea related to sanitation and hygiene. In Viet Nam, still 25 million

<sup>1</sup> "Vietnam: Achieving Success as a Middle-income Country." *www.worldbank.org*. World Bank, 12 Apr. 2013. Web. 2 Oct. 2014. <<http://www.worldbank.org/en/results/2013/04/12/vietnam-achieving-success-as-a-middle-income-country>>.

people do not have access to hygienic latrines and 5 million people still practice open defecation. Communities with low coverage of latrines are located mainly in Mekong River Delta, Central Highland and North Mountainous. Poor hygiene behavior and practices as well as lack of access to hygienic latrines are the main causes leading to diarrhea and cholera epidemic in Viet Nam.

One of key finding from the current World Bank research was that the use of unimproved latrines in rural villages in mountainous regions of Vietnam leads to five-year-old children being 3.7 cm shorter than healthy children living in villages where everybody practices improved sanitation. It is not the water that makes children sick and malnourished, it is the feces: sanitation is the primary barrier to stop the ingestion of human feces. Stunted children are not only short for their age, but also more likely to have poorer cognitive and educational outcomes in later childhood and adolescence<sup>2</sup>. The rate of stunted children in Viet Nam is 26% and under-weight children 15.3%, which are mainly caused by prolong diarrhea. The World Bank also calculated that each year Viet Nam loses 1.3% of GDP because of poor sanitation and hygiene, and the health sector spends 52.1 million dollars per year for the treatment of diseases related to poor sanitation.

The Government of Viet Nam has paid attention to the improvement of water and sanitation over the past decade with the establishment of National Target Programme for Rural Water Supply and Sanitation for 3 continuous phases of 2000 – 2005, 2006 – 2010 and 2012 -2015. However, the budget prioritization was mainly focused on water supply, leading to less impressive achievements in sanitation and hygiene. In addition, lack of contribution and investment from the local authorities as well as the absence of sanitation and hygiene promotion activities also constitute to ineffective programme performance. Even if the objectives for phase 2012 – 2015 are fully achieved, only 65% rural sanitation coverage is obtained. Therefore, greater effort and resources are needed for the improvement of sanitation situation in Viet Nam and for the fulfillment of Government's commitment on achieving universal sanitation and water for all in 2030, including achievement of ODF in 2025.

The next Socio-Economic Development Plan is a precious opportunity to advocate for sufficient budget allocation in achieving Government's commitment toward sanitation in 2015, 2025 and 2030. It is therefore necessary to provide policy makers with a comprehensive understanding of current context of sanitation issues in different regions of the country, especially in the low latrine coverage provinces of Mekong River Delta, Central Highlands and North Mountainous. The policy makers is expected to take actions in addressing sanitation issue and prioritizing budget allocation. To achieve these objectives, there is a crucial need to develop a sanitation film for advocating policy makers in the coming National Assembly, MOH and UNICEF advocacy meeting. In order to achieve the highest result for this advocacy meeting, VIHEMA has requested UNICEF to support the development of a short film on sanitation issue in Viet Nam to be presented in the coming UNICEF, MOH and National Assembly meeting convened in December 2014. This film will be used as a communication tool in accelerating policy makers' understanding of open defecation

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<sup>2</sup> "Scaling Up Rural Sanitation-Investing in the Next Generation." *wsp.org*. World Bank, Aug. 2014. Web. 14 Oct. 2014. <<http://wsp.org/sites/wsp.org/files/publications/WSP-Vietnam-Stunting-Research-Brief.pdf>>.

and sanitation issues in Viet Nam and advocating for their prioritization of budget allocation for sanitation in SEDP at national and sub-national level.

## 2. Justification

Experience has shown that media advocacy has greater impact on spreading out the desired messages to the audiences than conventional communication approach. Short film helps the audiences to grasp the matter in an easier and faster manner. Given the technical nature of the proposed work, a media company/institute with high qualified film's crew and good understanding of development issues in Viet Nam is highly recommended. Whilst neither VIHEMA nor UNICEF possesses in-house capacity at this field, it is worth wide to contract with an external media company to take over this assignment.

## 3. Purpose & Objective

- To develop two film versions: one full version of ten minute and one short version of five minute on rural sanitation issues in rural Viet Nam, which could be used for awareness raising, advocacy for bigger investment in sanitation among policymakers and fund raising for sanitation among donor community.
- The target audiences of these films include policy makers, donors and public.
- It is expected that the audience will have a general understanding of real sanitation situation in different regions of Viet Nam and be aware of unhygienic sanitation practice's impact on people health and socio-economic development.
- The audiences, especially the policy makers will be consent to film content and committed to prioritize and tackle the problem.
- The five minute version can be used for disseminating on various social media channels of UNICEF and Government.

## 4. Methodology & technical approach

The film script, film shooting, interviewing and editing plan should be developed in consultation with VIHEMA, UNICEF WASH, Communication and C4D teams.

Selection of geographic areas, households, schools, health clinic and hospital: the film's crew will film as recommended by VIHEMA, UNICEF and Center for preventive medicine at provincial level. In each specific geographical areas of Northern Mountainous area, Central Highland and Mekong River Delta will select typical unhygienic behaviors, practices for filming. It is expected to select 3 typical provinces of Dien Bien, Gia Lai and Dong Thap/An Giang for filming, which feature different aspect of rural sanitation issue in Viet Nam.

Coordination: The film will work under supervision and in collaboration with UNICEF, MOH VIHEMA and provincial center for preventive medicine for the filming at different provinces.

## 5. Scope of work, deliverables and timeframe

To develop one ten minute film and one five minute film on rural sanitation in Viet Nam, which could be used for policy advocacy, awareness and fund raising purpose. The

film production will include the following periods:

1. Pre-production: Preparation, desk review and working with VIHEAM, UNICEF WASH, Communications (Branding and Technical inputs) and C4D teams on the development of filming plan, including the film scrip,interview question and selection of interviewees.
2. Production: filming, interviewing and editing.
3. Post-production: finalization of two versions of film and production of DVDs.

Task	Deliverable	Time Frame (no of days)	Tentative Dates
<p>1.Pre-production: Preparation, desk review and working with VIHEMA, UNICEF WASH team and UNICEF C4D unit to:</p> <ul style="list-style-type: none"> <li>• Review the existing material related to sanitation from MOH and UNICEF</li> <li>• Develop and finalize film script agreed by UNICEF and MOH. The film script should be finalized in both English and Vietnamese version. The script should cover open defecation, use of hygienic, un-hygienic latrines and related diseases.</li> <li>• Develop a film shooting/editing plan</li> <li>• Do other research's works, including the collection of necessary data related to the issues.</li> </ul>	<p>Inception proposal on how the film developed, containing overall plan and detailed scrip for film development, interview question to be shared for UNICEF and VIHEMA's comments and inputs.</p>	<p>5 days</p>	<p>5-10 November 2014</p>
<p>2. Production: filming, interviewing and editing</p> <ul style="list-style-type: none"> <li>• To film open-defecation and sanitation situation in different provinces of Mekong River Delta, Central Highland, and North Mountainous.</li> </ul>	<p>Filmed in 3 provinces and completed all interviews. (May also have some shootings in Can Tho City while going to An Giang)</p> <p>All original raw footages and edited files should</p>	<p>9 days</p>	<p>11-20 November 2014</p>

Task	Deliverable	Time Frame (no of days)	Tentative Dates
<ul style="list-style-type: none"> <li>To conduct the filming at households, schools, health clinic and among community to capture people's behavior and practices towards sanitation as well as morbidity situation.</li> <li>To conduct interview with local people, authority and health worker to reflect difficulties and challenges they are facing.</li> <li>To combine different technics, including filming, interview, graphics and animation for the best effects of the film.</li> </ul>	be available in full HD format so it can be reused later on request of the programme		
3. Post-production: finalization of film and production of DVD <ul style="list-style-type: none"> <li>To edit and finalize the film including translation, transcription, voice over (both English and Vietnamese version), subtitle, audio visual effects, animation and graphic design.</li> <li>To present the edited film to WASH team, VIHEMA and C4D team.</li> <li>Finalize the film with the agreement from UNICEF WASH team, VIHEMA and C4D.</li> <li>Produce two completed DVDs- one 5 minute and one 10 minute film to VIHEMA and UNICEF.</li> </ul>	Ten and five minute versions of films in DVD format and in Vietnamese branded with UNICEF branding guidelines.  These films in DVD, FLV and other formats in Vietnamese with English subtitle for presentation, airing and uploading on website or other social media.	7 days	21-28 November 2014
Total time	21 days (plus 3 days for travelling to 3 provinces)		

## 6. Management

The assignment will be under the supervision of WASH specialist in close cooperation

with VIHEMA responsible colleagues. The selected institution is expected to work closely with VIHEMA and WASH team, UNICEF to collect comments and inputs for the development of the films.

#### **7. Qualification/Specialized Knowledge and Experience**

The films are expected to be presented in advocacy meeting with National Assembly Members for advocacy purpose, therefore it should be concise, clear and able to convey the desired messages to policy makers. It is therefore required a professional communication/media company with experience with such type of advocacy film. The selected media company should meet the following requirements:

- At least 10 year experience in documentary film production with good track record of producing high quality audio-visual media.
- Be familiar with the terrain condition of filming provinces
- University degree in cinema, communication or social sciences
- Good experience and knowledge in development issues
- Excellent participatory/interviewing skill
- Ability to meet required deadlines
- Working experience with UNICEF, UN and working knowledge/experience relevant to the programme context of Viet Nam are assets.

**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 trademark 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